General Services Administration

Federal Acquisition Service

Technology Transformation Services

18F and Office of Acquisitions 1800 F St. NW | Washington, DC | 20405

Assisted Acquisition on Behalf of the Office of Head Start (OHS), within the Administration for Children and Families, U.S. Department of Health and Human Services.

Office of Head Start Training and Technical Assistance Data Platform

Request for Quote

From: Brian Burns, Contracting Officer (CO), General Services

Administration (GSA), Central Office, Office of Acquisitions

Issued for: GSA, FAS, Technology Transformation Services

(TTS), 18F

Subject: Request for Quotation (RFQ)

Date: April 27, 2020

Set-aside: Total Small Business

Contract vehicles: GSA Schedule Schedule IT 70; SIN 132 51

(information technology professional services)

All clauses, terms and conditions of the schedule holder's contract apply / flow down to this solicitation and resultant task order contract. In the event of a conflict between the schedule contract and an order, the terms and conditions of the schedule contract prevail.

Deadlines and response formats

Item	Date responses due	Format
RFQ Questions	MAY 11, 2020 at noon, eastern	Google Form (see section 9.0 for details)
Quote Submission	MAY 26, 2020 at noon, eastern	Google Form to include Google Doc (technical submission) and Google Sheet (price submission) as attachments (see section 9.0 for details)

Government Point of Contact	
Contracting Officer	Brian Burns
Contracting Office	General Services Administration, Federal Acquisition Service, Technology Transformation Services, Office of Acquisition
Email	brian.burns@gsa.gov
Correspondence	Any emails related to this RFQ shall use the email subject heading "RFQOHS - [Contractor's Name]"

Important Dates, Times, and Posting Information	
RFQ Posting Date	April 27, 2020
RFQ Closing Date	May 26, 2020
RFQ Posting	The RFQ will be emailed

Location	
Questions Due:	May 11, 2020
Government to Answer Questions	May 14, 2020
Posting Location for Answers	Answers will be issued via an amendment and will be emailed
Communications During RFQ Posting	The only method by which any terms and conditions of this RFQ may be changed is by a formal amendment generated by the Contracting Officer (CO). No other communication made whether oral or in writing will modify or supersede the terms of the RFQ. All communication related to the RFQ shall be directed to the CO via email.

1.0 Background and Purpose

1.1 Background

Local Head Start programs prepare America's most vulnerable young children, ages birth to 5, to succeed in school and in life. About 1,600 agencies across the country receive grant funding and oversight from the Office of Head Start (OHS) to operate local Head Start programs, which enroll about 1 million children each year. OHS ensures that grantees meet federal standards for operating safe and effective programs.

Head Start was launched as a federal pilot program in 1965 and has a powerful track record of innovation <u>and effectiveness</u> in early childhood education. More than 37 million Americans have attended Head Start programs.

Head Start programs deliver comprehensive services to children and families in core areas of early learning, health, and family well-being. Most programs operate in centers, though services can also be offered in family child care homes, an individual family's home, or locally designed options, such as inside a homeless shelter.

To help grantees deliver high-quality services, OHS is legislatively mandated and funded to provide a training and technical assistance (TTA) system. TTA activities are planned and delivered at the national, regional and grantee levels; each level has a distinct function designed to complement the others. For a detailed explanation of how the TTA system operates, see this page.

Examples of TTA include, but are not limited to, the following:

- Individual TTA: In-person or virtual meetings where a single grantee and TTA provider address a specific issue, such as helping a staff person set up a coaching program to support teachers and improve the quality of instruction. The TTA objective could be completed in a single session or extend over several engagements.
- Group TTA: In-person, virtual sessions or a combination where several grantees address a common issue, such as serving the needs of families affected by opioid misuse.

1.2 Problems OHS is looking to address

As noted above, TTA activities are planned and delivered at the federal, regional and local grantee levels. However, while there are multiple points of data capture, there is no centralized data system for TTA leaders in the Central Office and 12 Regions, their Contractors, or grantees, to share information about myriad TTA needs, activities or outcomes. Various streams of TTA data are:

- 1) housed in a comprehensive Central Office system that was not designed for TTA task management;
- 2) housed in a limited legacy system that won't meet federal IT standards;
- 3) held in stand-alone systems managed by regional Contractors; and
- 4) held in non-standardized documents held by individuals at various levels of the system.

These information silos make it difficult for OHS TTA leaders to:

- ensure that TTA is data-driven, responsive to grantee needs and effective; and
- provide real-time oversight and quality assurance of the 12 regional TTA contracts and 4 national TTA cooperative agreements.

1.3 Narrative and Anecdotal Information

Regional TTA Contractors must complete TTA Activity Reports, which contain abundant narrative data. Text-heavy data can be helpful but is hard to compare or track over time. People may also overlook the value of narrative data or choose other sources, such as anecdotal information, because trying to decipher a lot of text is overwhelming and frustrating.

1.4 Disconnected Systems

TTA requests, reports and other data are housed in disparate systems that often weren't built for managing comprehensive TTA tasks. Some are OHS-controlled, others are independent. Extracting and comparing data across these systems is difficult and time-consuming. There is a lack of consistency in solutions and systems at all levels (Central Office, Regional Offices, TTA Contractors, states, and grantees).

1.5 Data Access

Different systems require different credentials and have restricted access for different users, which don't always reflect user needs. Existing data can be difficult to acce ss.

1.6 Data Inconsistency

Across TTA Activity Reports, email TTA summaries and official correspondence, people may use inconsistent terms to describe issues they are working on. Different TTA contracts may also adapt federal forms and gather differently labeled information, making it harder to collapse information and identify trends.

1.7 Data Usability

TTA Activity Reports are rich in information but are not formatted to summarize meaningful information. Information is also contained in uploaded attachments that aren't searchable.

It is also difficult to organize and compare meaningful grant -level TTA data across grantees, or to track an individual grantee's TTA history because grant numbers

change when a grantee receives new funding.

1.8 Incomplete View of TTA Activities

While national TTA centers and regional TTA contracts offer many forms of TTA, grantees also purchase TTA services directly from many vendors. Grantees receive 50% of the federal TTA appropriation for this use, but their TTA purchases are not easily analyzable at the regional or national level for coordinated TTA planning. This creates a further blind spot in understanding grantee needs and trends, and in ensuring that national and regional TTA providers fully understand grantee needs.

NOTE: OHS acknowledges that not all of these problems can be addressed in the scope and period of performance of this task order. This information is provided so that the Contractor is aware of the context of the work being done as the OHS Product Owner prioritizes the modular soft ware development activities of the Contractor team.

2.0 Scope

2.1 Description of Work to be Performed

OHS seeks agile software development services. The services to be provided will include all aspects of the software development process, including initial planning, design, software development and coding, prototyping, documentation, testing, and configuration.

OHS intends that the software delivered under this task order will be publicly posted without restriction. To the extent that the Contractor seeks to incorporate into the software delivered under this task order any software that was not first produced in the performance of this task order, OHS encourages the Contractor to incorporate either software that is in the public domain, or free and open source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. In any event, the Contractor must promptly disclose to OHS in writing, and list in the documentation, any software incorporated in the delivered software that is subject to a license fee.

This software development project will use agile development principles, with robust documentation, human-centered design, and an extensible infrastructure. OHS expects that the development process will be collaborative and iterative, with open, regular, and frequent communication between OHS and the vendor.

The team will be incrementally building a comprehensive TTA Data Platform (TTADP) that collects information from the entire TTA process and provides real-time, accessible information on TTA needs and activities. The initial phases of the development process will focus on reporting on the TTA Activities that are being delivered by TTA Contractors and used by various groups within the Head Start system for management and ongoing decision making.

By aggregating information around key data questions while meeting the needs of users inputting and reviewing the TTA data, the TTADP will greatly improve oversight, so leaders can ensure that TTA is responsive to grantee needs, meets expectations for continuous quality improvement, and produces desired outcomes.

OHS has designated an empowered Product Owner for this project. The OHS Product Owner will set direction, make prioritization choices to build a product roadmap, consider and address the business needs of OHS, and support the other members of the development team. The vendor will assist OHS with product management and facilitation.

OHS, not the vendor, will be responsible for the hosting of the deployed TTADP and obtaining any necessary Authority to Operate (ATO). OHS will also determine what security controls are required and whether they have been satisfied. OHS expects to provide those security controls to the as either acceptance criteria or separate user stories. The vendor is expected to use best practices for security and compliance in writing, testing, and delivering code.

OHS intends to deploy the new TTADP as soon as the software has been sufficiently developed to provide the minimal viable functionality required to support an acceptable level of OHS's fundamental TTA operations. OHS expects that further releases will follow the MVP as additional functionality is completed.

2.1 Product Vision

The OHS team has established the following as the overall vision statement for the TTADP. All prioritization decisions by the Product Owner will take this vision into consideration over the course of task order performance:

To better serve children and families in Head Start programs, the TTA Data Platform will help staff at all levels make data -informed decisions that continuously improve Head Start services.

2.2 Anticipated Period of Performance and Budget

The initial (base) period of performance (POP) for this order is 12 months. There will also be two option periods of 12 months, for a total period of performance for 36 months. The POP is expected to begin on the date of the contract kickoff meeting.

Vendors are expected to submit a proposal assuming a budget of \$1.5M for the base year, \$1.5M for option 1 and \$1.6M for option 2.

3.0 Objectives

3.1 MVP and Epic Stories

The MVP and Epic Stories set forth below will be the starting point for the development of software to be provided under this task order. These preliminary stories are provided only for illustrative purposes, and do not comprise the full scope or detail of the project. OHS expects that the contractor will work closely with the Product Owner to perform regular user research and usability testing and to develop and prioritize a full gamut of user stories as the project progresses.

3.2 TTA Data Product MVP

The MVP is a part, but not the full realization, of the product vision. If the Product Vision is the manifestation of a fully decorated, multi-layered cake, then the MVP is a single layer of the cake. It is a single layer of the cake, and only part of the larger vision.

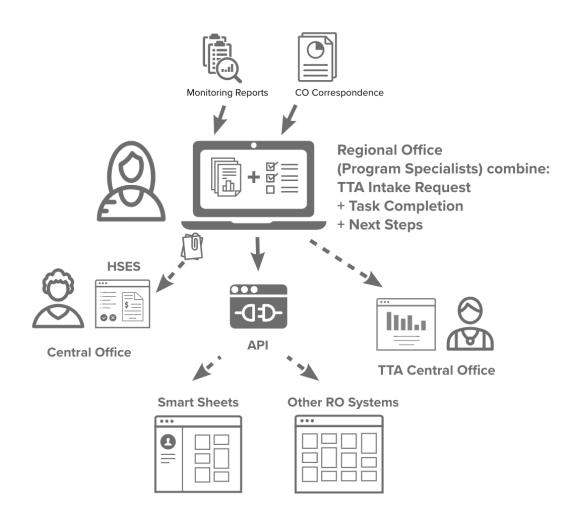




An MVP focused on Regional Office Program Specialists (PS) is an opportunity to digitize the TTA request process. The current state of TTA data does not capture

information in a single location with enough relevant details to efficiently support PS users in their roles.

PS users will be able to initiate TTA Requests and track their status through completion which combines TTA Activity Summaries, Next Steps, and Task Completion. This system will allow PS users to view TTA over time, for specific grantees and groups of grantees, and across specific topic areas. In addition, the PS users will be able to track progress over time and may connect other dashboard/management systems via API access. For more information, see our MVP slide deck and accompanying hypothesis/experiment reports as part of 18F's ongoing work.



3.3 MVP Vision: Program Specialist

As a Regional Office (federal) TTA staff member, I would like to have a clear understanding of all grantee TTA activity so that I can more effectively support grantee success.

3.4 MVP Epics

As a Regional Office (federal) TTA staff member, I would like to have a clear view of grantee TTA objectives and activities to make informed decisions for future TTA.

As a Regional Office (federal) TTA staff member, I would like a new TTA deployment to be requested and approved, so that an observed need can be remedied efficiently.

As a Regional Office (federal) TTA staff member, I would like to have a clear view of all TTA activities from request through completion so that I can know if activities are complete and meeting objectives.

3.5 User Stories

Individual user stories may be modified, added, retracted, or reprioritized by OHS at any time, and OHS expects that the user stories will be continuously refined during the development process. The following types of users for this system are expected to include, but not be limited to t he following:

- Federal staff involved in TTA at Regional and Central Offices
- Regional TTA Contractors
- National TTA Centers (via cooperative agreements)
- Head Start Grantees

3.6 Quality Assurance Surveillance Plan (QASP)

The government will use the Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's deliverables and performance. This oversight will help the government ensure that Contractor performance reaches required levels throughout the contract term. The QASP provides the government with a proactive way to avoid unacceptable or deficient performance and provides the basis for performance ratings in the Performance Assessment Reporting System (CPARS). The QASP may be updated by modification to the contract. The QASP pro vides the basis for performing

and controlling the project's activities in accordance with the contract.

The following chart sets forth the performance standards and quality levels the code and documentation provided by the Contractor must meet, and the methods OHS will use to assess the standard and quality levels of that code and documentation.

Deliverable 1	Tested Code
Performance Standard(s)	Code delivered under the order must have substantial test code coverage. Version-controlled HHS GitHub repository of code that comprises products that will remain in the government domain.
Acceptable Quality Level	Minimum of 90% test coverage of all code. All areas of code are meaningfully tested.
Method of Assessment	Combination of manual review and automated testing
Due Date	Every sprint

Deliverable 2	Properly Styled Code
Performance Standard(s)	GSA 18F Front- End Guide
Acceptable Quality Level	0 linting errors and 0 warnings
Method of Assessment	Combination of manual review and automated testing
Due Date	Every sprint

Deliverable 3	Accessible
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Performance Standard(s)	Web Content Accessibility Guidelines 2.1 - Levels A and AA
Acceptable Quality Level	0 errors reported using an automated scanner and 0 errors reported in manual testing
Method of Assessment	Combined approach using automated and manual testing with tools equivalent to Accessibility Insights and/or the DHS Trusted Tester process.
Due Date	Every sprint

Deliverable 4	Deployed
Performance Standard(s)	Code must successfully build and deploy into the staging environment.
Acceptable Quality Level	Successful build with a single command
Method of Assessment	Combination of manual review and automated testing
Due Date	Every sprint

Deliverable 5	Documented	
Performance Standard(s)	All dependencies are listed and the licenses are documented. Major functionality in the software/source code is documented. Individual methods are documented inline in a format that permits the use of tools such as JSDoc. System diagram is provided.	
Acceptable Quality Level	Combination of manual review and automated testing, if available	
Method of Assessment	Manual review	

	Γ	Oue Date	Every sprint
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Deliverable 6	Secure
Performance Standard(s)	Open Web Application Security Project (OWASP) Application Security Verification Standard 3.0
Acceptable Quality Level	Code submitted must be free of medium - and high-level static and dynamic security vulnerabilities
Method of Assessment	Clean tests from a static testing SaaS (such as Snyk or npm audit) and from OWASP ZAP, along with documentation explaining any false positives
Due Date	Every sprint

Deliverable 7	User research
Performance Standard(s)	Usability testing and other user research methods must be conducted at regular intervals throughout the development process (not just at the beginning or end).
Acceptable Quality Level	Research plans and artifacts from usability testing and/or other research methods with end users are available at the end of every applicable sprint, in accordance with the Contractor's research plan.
Method of Assessment	OHS will manually evaluate the artifacts based on a research plan provided by the Contractor at the end of the second sprint and every applicable sprint thereafter.
Due Date	As needed

4.0 Contract Place of Performance and Contract Type

Any work done, whether onsite or offsite, must be covered by the rate agreed upon between the government and Contractor. Normal working hours are from 9:00AM to 5:00PM Eastern time Monday through Friday. The Contractor will generally be expected to be readily available during core working hours from 10:00am to 4:00pm Eastern time Monday through Friday. They are not expected to work federal holidays. If the federal government shuts down for any reason, Contractors may seek approval from the COR to telework during this time.

The Contractor may choose the location(s) from which to perform the required software development services. The Contractor will not be required to work at a government facility however, occasional travel to government facilities may be required. Actual travel costs to government facilities will be reimbursed in accordance with <u>federal</u> <u>travel regulation</u>. All travel must be approved by the contracting officer's representative (COR) prior to booking.

The government intends to award a time and material (T&M) type contract. All rates shall be fully burdened and T&M rates are fixed at the time of award. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by— (1) The offeror; (2) SubContractors; and/or (3) Divisions, subsidiaries, or affiliates or the offeror under a common control.

5.0 Operating Constraints (Non -functional Requirements)

5.1 Environment

The System will be deployed to <u>cloud.gov</u> infrastructure provided by OHS. Deployments are automated via continuous integration/continuous deployment. This is required to maintain deployment scripts and configurations as changes are required. OHS will provide the necessary cloud.gov configuration information to the contractor.

The system is composed of three primary parts: a database, a backend API application, and a frontend web application. All technology choices must work seamlessly with <u>cloud.gov</u> hosting. Data files are written using either JSON or YAML, depending on who is expected to edit them. (e.g., data files that OHS may edit directly are written in YAML).

The backend API application should use technologies such as:

- A modern, open-source friendly language such as Ruby or Javascript, on the most recent version, or most recent LTS version, if applicable.
- An open-source framework such as Rails or Express, on the most recent version or most recent LTS version, if applicable.

The frontend web application should use technologies such as:

- A modern, open-source friendly language such as Javascript or Typescript, on the most recent version, or most recent LTS version, if applicable.
- An open-source framework such as React or Ember.js, on the most recent version or most recent LTS version, if applicable.
- Any website that is developed or otherwise delivered as a result of this contract shall be in compliance with the <u>website standards</u> of the Technology Transformation Services of the General Services Administration.

This infrastructure should provide OHS and the Contractor with a system that will be easy to get up to speed on, manage, and use. The components are:

- Cloud.gov This is a GovCloud-based platform-as-a-service that removes almost all of the infrastructure monitoring and maintenance from the system, is already procured for OHS, and has a FedRAMP Joint Authorization Board Provisional Authority to Operate (JAB P-ATO) on file. FedRAMP is a standardized federal security assessment for cloud services, and the FedRAMP ATO helps agencies by providing confidence in the security of cloud solutions and security assessments. Cloud.gov supports all modern software development frameworks.
- A GitHub repository will be provided for delivering and versioning source code.
- A CI/CD server for testing and deploying code. <u>CircleCI</u> is one example CI/CD system that is commonly used by 18F. CircleCI has an <u>FedRAMP ATO on file</u>. It is used to automate builds, testing, and deploys from GitHub.

5.2 System Access

All Contractor personnel working under the resulting contract will need to obtain a Homeland Security Presidential Directive 12 (<u>HSPD-12</u>) low risk security clearance (or moderate risk security clearance if handling PII).

In addition, the Contractor's key personnel will need to obtain a personal identity verification (PIV) card in order to perform legacy system integration work. See

Appendix 1 - Section 1.6 for details.

Personnel that are required to obtain a PIV card will be issued a government-furnished laptop from HHS/OHS. Any work that requires access to and handling of PII must be performed on the HHS/OHS government-furnished laptop. personnel that are not required to obtain a PIV card can use Contractor-furnished equipment to perform work. The government does not anticipate that Contractor personnel will need to access PII data initially.

Contractors may have to establish multi-factor authentication (MFA) to access systems that require government laptops with PIV cards or to access other applications that require MFA.

6.0 Personnel Skills and Knowledge

The Contractor must designate who will fill these three roles: Facilitator, Technical Lead, and Design Lead. The Technical and Design Leads should not be the same person, but either may fill the role of Facilitator, or the Facilitator can be a separate person.

The Facilitator will be a direct liaison to the government product team, and will be responsible for the supervision and management of all Contractor personnel. This person should have a background as a scrum master, product manager, agile coach, or a similar role.

The Technical Lead must have a full understanding of the technical approach to be used by the Contractor's development team and will be responsible for ensuring that the Contractor's development team follows that approach. This person should have a background as an engineer.

The Design Lead must have a full understanding of the research approach and design patterns to be used by the Contractor's development team and will be responsible for ensuring that the Contractor's development team follows that approach. The is person should have a background as a user experience researcher or designer.

6.2 Key Personnel Substitution

Key Personnel substitutions must be submitted to the contracting officer (CO) in writing, and will only be justified in the event of sudden illn ess, death, change of

employment, or termination of employment for cause. Requests for a substitution of Key Personnel must include a detailed explanation of the justifying circumstances, and a complete résumé for the proposed substitute or addition, including skills, experience, training, and security clearance level (if applicable). The CO's failure to approve a proposed substitution will not constitute grounds for non-performance by the Contractor, or form a valid basis for any claim for money or any equitable adjustment.

6.3 Skills

The Contractor must provide a cross functional team that is experienced in working in an agile process. They must be comfortable delivering value iteratively and be able to pivot quickly based on a continuous learning envir onment. The Contractor will use prototypes and working software as tools to test hypotheses and validate assumptions. The Contractor should deliver working software early in the post -award period and iteratively improve the software through ongoing develop ment sprints.

The relevant skills for this project *may* include:

- Product management
- Back-end engineering
- Front-end engineering
- Development, security, and operations (DevSecOps) engineering
- User research
- Content design
- Visual design
- User support, training, and onboarding

7.0 Administration

7.1 Government Personnel

This acquisition will be administered by the following individuals, who will also monitor Contractor performance:

GSA Contracting Officer (CO): Brian Burns

GSA Contracting Officer's Representative (COR): TBD at time of award

OHS Contracting Officer's Representative (COR): TBD at time of award

The government will notify the Contractor if a change occurs to either the CO or COR. Specifically for the COR, the Contractor will receive a copy of the "COR Delegation of

Authority" assignment letter when a COR is assigned, and the Contractor will also receive a letter rescinding the COR's delegation when appropriate.

7.2 Authorities and Delegations

7.2.1 The TTS Office of Acquisition Contracting Officer is the only person authorized to enter into or terminate this agreement, modify any terms or conditions of this agreement, waive any requirement of this agreement, or accept nonconforming work.

7.2.2 The CO will designate a COR at the time of award. The COR will be responsible for technical monitoring of the Contractor's performance and deliverables. The COR will be appointed in writing and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

7.2.3 The COR is not authorized to perform, formally or informally, any of the following actions:

- Promise, award, agree to award, or execute any agreement, modification, or notice of intent that changes or may change this contract
- Waive or agree to modification of the delivery schedule
- Make any final decision on any contract matters subject to the disp utes clause
- Terminate, for any reason, the Contractor's right to proceed
- Obligate in any way, the payment of money by the government

The Contractor shall comply with the written or oral direction of the CO or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the CO in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence.

Unless otherwise provided in this agreement, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls

within any of the categories defined in paragraph 7.2.3. prior to receipt of the CO's response issued under paragraph 7.2.4 of this clause.

7.2.4 The CO shall respond in writing within 30 days to any notice made under paragraph 7.2.3 of this clause.

7.2.5 The Contractor shall provide copies of all correspondence to the CO and the COR.

7.2.6 Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the CO or the COR acting within his or her appointment, shall be at the Contractor's risk.

7.3 Administration

The Contractor must provide the name of the individual responsible for centralized contract administration in support of all work performed under this order. This individual, at a minimum, will serve as the point of contact for contractual issues, invoices, and the Contractor representative for annual performance reviews (see section 7.5).

The information, inclusive of the name of the point of contact, email, and phone number, shall be uploaded through the Assisted Services Shared Information System (ASSIST) Collaboration tool.

7.4 Post Award Orientation Conference

The government's team (CO, COR, and Product Owner) will hold a kickoff meeting (or post-award conference) with the selected Contractor within ten calendar days of the acquisition award. This kickoff will include the se lected Contractor's team and other relevant government staff to review and clarify the project's objectives, expectations from the government, and address any questions the selected Contractor may have.

7.5 Performance

In accordance with FAR 8.406-7 and FAR 42.1502(c), past performance evaluations shall be prepared at least annually, at the time the work under the order is completed (to include options), and when an order, individually, exceeds the simplified acquisition threshold. These evaluations are generally for the entity, division, or unit that performed the contract or order.

- 1. Evaluating Performance: The General Services Administration uses the Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both TTS and the Contractor. The website for CPARS is http://www.cpars.gov. Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by the federal acquisition community in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for Contractor past performance data.
- 2. CPARS Registration: Each award requiring an evaluation must be registered in CPARS. The awardee will receive several automated emails. Within thirty days of award, the Contractor will rece ive an email that contains user account information, as well as the applicable contract and order number(s) assigned. The Contractor will be granted one user account to access all evaluations.
- 3. CPARS Training: The Contractor may sign up for CPARS training. A schedule of classes will be posted to the <u>CPARS training site</u> and updated as needed.
- 4. Representative (CR) Role: All evaluations will be sent to the CR named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released by the government, the CR will receive an email that the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation. The CR may return the

evaluation earlier than this date.

TTS shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between TTS and the Contractor regarding TTS's evaluation of the Contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file.

8.0 Invoicing

8.1 Invoicing Schedule

The Contractor may invoice once services or products for the awarded type and quantity of the order have been delivered, inspected (which includes, but is not limited to, confirming that the services were rendered and/or product(s) were delivered and functioning properly, and are accessible and usable by the teams using the product), and accepted by written confirmation of the COR through the CO. Acceptance will occur electronically via GSA's electronic web -based order processing system, currently ASSIST, by accepting the invoice generated by the Contractor. Electronic acceptance of the invoice by the COR is considered concurrence and acceptance of services.

The Contractor must submit a final invoice within 60 calendar days from government acceptance. No further charges are to be billed following the final invoice submission. A completed and signed Release of Claims (<u>GSA Form 1142</u>) shall be uploaded to the ASSIST with the submission of a final invoice.

8.2 Content of Invoice

In addition to the items below, the Contractor shall submit proper invoices as specified in FAR 52.212-4(g):

- GSA Order Number
- Order ACT Number

- QP Number (funding document number)
- Prompt Payment Discount
- Remittance Address
- POP for Billing Period
- POC and Phone Number
- Invoice Amount
- Final Invoice Marked as "Final"
- Name of Product, Quantity of Product, and Part Number of Product matching award documents.

In addition to the requirements for a proper invoice specified in FAR 52.212-4 (g), invoices must include the Prompt Payment clause, FAR 52.212-4(i)(2) and Payments under Time and Materials and Labor Hours Contracts, FAR 52.232-7.

8.3 Invoice Submis sion

The Contractor shall submit invoices electronically by logging into the <u>ASSIST portal</u>, navigating to the appropriate order, and creating the invoice for that order. This is the only acceptable means for invoice submissions.

No paper invoices shall be accepted. For additional assistance, contact the ASSIST Helpdesk at 877-472-4877 or via email at assist.servicedesk@gsa.gov.

8.4 Limitation of Funds

The Contractor shall notify the CO in writing when it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the contract.

Sixty days before the end of the period specified in the contract, the Contractor shall notify the CO in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the contract or otherwise agreed upon, and when the funds will be required.

9.0 Submission Instructions and Evaluation

9.1 Instructions for Quotes

Questions

<u>Submit all questions concerning this RFQ through this Google form</u>. All questions must be submitted by the deadline provided on page 1 of this RFQ.

Questions should clearly express the Contractors' issues or concerns and must follow the format provided in the Google form. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, Contractors are reminded that the government will not address hypothetical questions aimed at receiving a potential "evaluation" decision.

Answers will be provided as an amendment to the solicitation.

Quote Submission

Quotes must be submitted using this <u>Google form</u>. The form must be completed and include the contractor's technical submiss ion (see Appendix 2 for template) and price submission (see Appendix 3 for template).

9.2 Evaluation Factors and Quote Submission Instructions

Quotes will be evaluated on the factors listed below. Submissions that fail to follow the RFQ instructions will be deemed nonresponsive and may result in the quote being removed from further consideration for award. Contractors are cautioned not to include assumptions, caveats, or exceptions within any part of their submission. Inclusion of assumptions, caveats, or exceptions of any kind may result in the quote no longer being considered. Contractors should ONLY submit information explicitly requested in this RFQ.

9.2.1 Phase 1 - Technical Submissions

Technical submissions must consist of:

- Factor 1: Technical Approach
- Factor 2: Staffing Plan
- Factor 3: Similar Experience

Contractors shall address all three of these factors by completing the attached OHS RFQ Response Template (Appendix 2). Submission of any other format will constitute a nonresponsive quote.

9.2.2 Factor 1 - Technical Approach

This section should be no more than five pages. Written responses should be in 12 - point font. Diagrams are welcom ed, but must fall within the five -page limit.

The Technical Approach must explain the following:

- A proposed approach to providing the services required including the programming language(s) and frameworks and how those could integrate within the Operating Constraints (Section 5.0).
- How the Contractor will develop the software in an open and agile mann er including plans for user research, human centered design, and open source code
- A clear demonstration that the Contractor understands the details of the project requirements
- Identification of potential obstacles to efficient development and plans to overcome those potential obstacles
- A description of the Contractor's plans, if any, to provide services through a joint venture, teaming partner, or subContractor

The awardee's technical approach will become part of the Performance Work Statement (PWS) which will be included in the final contract. The PWS template is attached for reference (Appendix 4).

9.2.3. Factor 2 - Staffing Plan

This section should be no more than three pages plus two additional pages for each resume and one for each letter of intent. Indicating that individuals may fulfill more than one role is acceptable if sufficient experience and qualifications are possessed and

outlined clearly. Written responses should be in 12-point font and diagrams are welcome.

The Staffing Plan must explain the following:

- Proposed approach to staffing the requirements of this project
- Titles of each of the labor categories proposed
- Proposed level of effort for each member of the Contractor's team (use 1,920 hours to represent one year of full-time work, 960 hours for half time, etc.)
- Names of the individuals who will fill the roles of Facilitator, Technical Lead, and Design Lead
- Extent to which the proposed team for this project was involved in the development of the source code sample referred to in Factor 3
- Which individuals on the proposed team will provide cumulative experience in at least ten of the following areas:
 - Agile development practices
 - Automated testing (unit/integration/end-to-end)
 - Application Protocol Interface (API) development and documentation
 - Building and testing public-facing sites and tools
 - Cloud deployment
 - Content design and copywriting
 - o Continuous Integration and Continuous Deployment
 - o Database design and SQL queries
 - o Inclusive design and development with accessibility conformance testing
 - Open-source software development
 - Open-source login/authentication services
 - o Product management and strategy
 - Refactoring to minimize technical debt
 - Security and compliance
 - Usability research, such as (but not limited to) contextual inquiry, stakeholder interviews, and usability testing
 - User experience and product design
 - User outreach and user adoption strategy
 - Wireframing, prototyping, and user task-flow development

Include resumes for the Facilitator, Technical Lead, and Design Lead. The resumes must include a brief description of the experience and capability for each individual, but cannot exceed two pages in length each.

Contractors proposing Key Personnel who are not currently employed by the Contractor or a teaming partner must include a signed letter of intent from the proposed individual who intends to participate in this project for at least one year. The letter of intent cannot exceed one page in length each.

9.2.4 Factor 3 - Similar Experience

The Contractor must demonstrate similar experience by sharing up to five (5) source code samples that provide the government evaluation team with the full revision history for all files. The Contractor may submit links to Git repositories or equivalent version - controlled repositories.

The repositories may be public or private. If a Contractor submits a link to a private source code repository, the government will provide the Contractor with one or mor e user identities by email, and the Contractor will be expected to provide the identified user(s) with access to the private source code repository within two business days.

Other artifacts that would be relevant to evaluating the code sample may be linked to from within the repository.

The source code samples should be for projects that are similar in size, scope, and complexity to the project described in this RFQ. The source code must have been developed by either the Contractor, a teaming partner that is proposed in response to this RFQ, or an individual that is being proposed as Key Personnel for this project.

Source code samples from recent projects involving teams of approximately four to seven full-time equivalent (FTE) personnel are preferable.

If the code samples provided do not include user research plans demonstrating how ongoing user research was incorporated into the project, then the Contractor must submit a separate user research plan relating to at least one of the sample projects. This user research plan should include:

- 1. A research plan that covers the items in this template
- 2. An interview protocol that shows your introduction, a sample of questions asked, and closing. Do not include responses.
- 3. A short summary of the findings of this research, how those findings affected your work, and how your research continued after this iter ation

The user research plan should be no longer than 10 pages with 12-point font.

9.3 Phase 2 - Oral Interviews

9.3.1 General Information

After the initial Phase 1 confidence assignment, Contractors who receive an individual ranking of "Low Confidence" f or any of the evaluation factors in Phase 1 will **not** be invited to participate in Phase 2 - Oral Interview or considered for award.

Once interviews are complete, each Contractor will be assigned a confidence rating for their Oral Interview.

9.3.2 Interview Format

Each Contractor will be scheduled for a 60 -minute interview with the evaluation team so the government can ask questions based on the Contractor's technical submission. Contractors should also introduce the individuals on their proposed team. Lastly, the evaluation team will ask questions about the Contractor's expertise relative to the project.

The Introductions phase of each interview will last no longer than five minutes. The Contractor and government interview team members will introduce themselves during this time.

Each interview will include an unstructured question and answer session during which Contractors will be a sked about their technical submission (Phase 1). The government expects these interviews to assist with assessing the technical abilities of the proposed development team and to better understand the proposed technical approach described in the Contractor's submission. All of the Contractor's proposed Key Personnel must participate in the interview.

The Open Technical Session of each interview will last no more than 45 minutes. During this phase the Contractor interview team will respond to the government's questions related to the technical aspects of the Contractor's quote. Contractors will NOT be able to use or present any slides, graphs, charts, or other written presentation materials, including handouts. There will be no follow -up session for further questions from the Contractor after this part of the interview.

The Closing Remarks phase of each interview will last no more than five minutes, during which the Contractor may make a short presentation summarizing the Contractor's responses to the government's questions.

The interview associated with this RFQ does not and will not constitute discussions or negotiations as defined in FAR Part 15. Statements made during an interview will not become part of the contract. The government will not determine a competitive range, conduct discussions, nor solicit or allow revised quotes.

9.3.3 Location

The interview sessions will be conducted by video chat, though audio may be substituted as needed. The government will coordinate and set up the virtual meeting.

9.3.4 Date and Time

After Phase 1, the government will schedule the date and time of interviews with each Contractor who moved to Phase 2. The government reserves the right to reschedule any Contractor's interview at the discretion of the CO.

9.4 Phase 3 - Price Submissions

The government expects that the labor categories, staffing levels and total estimated hours set forth by the contractor in the pricing sheet will be consistent with the contractor's staffing plan and with their GSA Schedule contract pricing .

The Contractor will be compensated at fully loaded hourly rates. The evaluation team intends to evaluate quotes without discussions with Contractors, and therefore the Contractor's initial quote should contain the Contractor's best terms.

Contractors are required to offer discounts below GSA Schedule contract rates. When discounts are offered, quotations must clearly identify the contract rate, the discount rate, and the percentage discount for each item or labor rate being discounted.

The Contractor must provide a copy of their GSA price lists for all three years for verification of pricing. If submitting a quote as a Contractor teaming arrangement (CTA), each member must submit their GSA Schedule pricing for each special item number (SIN) they are eligible to perform under. If price discounts are not provided on the GSA price list, then the Contractor will be deemed unacceptable.

For Contractors that do not have out-year pricing, your task order pricing may be escalated at the same percentage of your GSA multiple award schedule (MAS) contract provided you submit a copy of a valid executed modification of your GSA MAS Schedule to the CO.

The government is expecting price reductions for every rate proposed for the entire period(s) of performance. Prices will be verified to ensure they do not exceed the Contractor's GSA Schedule contract price. Quotes proposing labor rates that exceed those established in the Contractor's GSA contract will not be considered for award.

Contractors will submit the attached spreadsheet (Appendix 3) detailing the labor categories, contract rates, discount rates and discount percentages. This submission must not be submitted in PDF format.

The spreadsheet attached to this solicitation must be completed and returned in Excel format with formulae intact. Submission of any other price sheet will constitute a nonresponsive quote.

9.5 Basis of Award and Evaluation Factors

The government will evaluate the submitted quotes against the criteria set forth below and then make an award based on best value using tradeoffs. The government intends to use a phased approach for this procurement as described below. To be considered for award, Contractors must successfully pass each phase.

The government will award a task order resulting from t his RFQ to the responsible Contractor whose quote conforms to the RFQ and represents the best value to the government, considering price and the other factors specified below. Contractors are advised that the non-price evaluation factors, when combined, ar e significantly more important than price. As non-price ratings become closer, price will become more important.

Phase 1 – Technical Evaluation

o Factor 1 : Technical Approach

o Factor 2 : Staffing Plan

- Factor 3 : Similar Experience
- Phase 2 Oral interview
- Phase 3 Price Evaluation

Quotes that do not contain information required in the RFQ (nonresponsive) or quotes that have received a "Low Confidence" rating for any factor will no longer be considered for award. Therefore, contrac tors who receive a rating of "Low Confidence" in any factor in Phase 1 will **not** be invited to participate in Phase 2 - Oral Interview, and contractors who receive a rating of "Low Confidence" in Phase 2 will not advance to price evaluation.

The government will evaluate price quotes for award purposes by evaluating the hourly rate for each labor category and the overall discount provided off the Contractor's GSA Schedule pricing. This will include evaluating estimated hours submitted by the Contractor for the purpose of considering the estimated total cost to the government. The government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options under FAR 52.217 -8 will be accomplished by using the p rices offered for the last option period to determine the price for a six-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the government to exercise the option(s).

The government also reserves the right to make no award.

NOTE: The government anticipates selecting an awardee based on initial quotes received; therefore, Contractors are cautioned to submit their best price and technical quotes in the initial submission.

9.6 Evaluation

9.6.1 Factor 1 - Technical Approach

In evaluating a Contractor's technical approach, the government will consider:

- Does the proposed approach include programming language(s) and frameworks and does it describe how these could integrate within the Operating Constraints (section 5.0)?
- Does the Contractor describe how they will develop the software in an open and agile manner? Have they included plans for employing user research, human centered design, and open source code?
- Does the Contractor demonstrate a clear understanding of the project details and goals?
- Does the Contractor identify potential obstacles to efficient development and plans to overcome those potential obstacles?
- If the Contractor plans to provide services through a joint venture, teaming partner, or subContractor, have they detailed those plans?

9.6.2 Factor 2 - Staffing Plan

In evaluating a Contractor's staffing plan, the government will consider:

- Does the Contractor's staffing proposal meet the requirements of this project?
- Were the titles of each of the labor categories proposed included in the proposal?
- Was the level of effort specified for each member of the proposed team?
- Were the names of the individuals who will fill the roles of Facilitator, Technical Lead, and Design Lead specified in the proposal?
- Were members of the proposed team involved in the development of the source code sample? To what extent?
- Did the proposed team have experience in at least ten of the following areas?
 - Agile development practices
 - Automated testing (unit/integration/end -to-end)
 - Continuous Integration and Continuous Deployment
 - Refactoring to minimize technical debt
 - Application Protocol Interface (API) development and documentation
 - Open-source software development
 - Cloud deployment
 - Open-source login/authentication services
 - Product management and strategy
 - Usability research (ie. stakeholder interviews usability testing)
 - User experience and product design

- Wireframing, prototyping, and usertask flow development
- Content design and copywriting
- o Building and testing public-facing sites and tools
- User outreach and user adoption strategy
- Database design and SQL queries
- Security and compliance
- Did the Contractor include a two page resume for the Facilitator, Technical Lead, and Design Lead?
- Was a signed letter of intent included for each individual proposed as Key Personnel that doesn't currently work for the Contractor and intends to participate in this project for at least one year?

9.6.3 Factor 3 - Similar Experience

In evaluating a Contractor's similar experience, the government will consider:

- Did the Contractor provide links to version -controlled repositories for one or more source code samples that provide the full revision history for all files?
- If the Contractor submitted a source code sample in a private source code repository, did the Contractor provide the government with access to the repository within two business days?
- Were appropriate artifacts linked to from the repository?
- Were the submitted source code samples of a similar size, scope, and complexity to the project described in this RFQ?
- Was the source code sample developed by the Contractor, a teaming partner that is proposed in response to this RFQ, or an individual that is being prop osed as Key Personnel for this project?
- Were source code samples from recent projects involving teams of approximately four to seven full-time equivalent (FTE) personnel?
- Did the Contractor submit a user research plan relating to at least one of the sample projects that included a research plan, interview protocol, and summary of findings, and was the user research plan comprehensive?

• Does the source code sample/s generally adhere to the best practice outlined in the QASP that is included in this solicitation (Section 3.6)? Do the samples demonstrate mastery of testing code, properly styling code, accessibility, deployment, documentation, security, and incorporating user research?

9.6.4 Phase 2 - Oral Interview

In evaluating a Contractor's Oral interview, the government will consider:

- Did the proposed Key Personnel attend and to what extent did they participate in the interview?
- Did the Contractor Orally contradict any part of their written response to the RFQ?
- Did the Contractor demonstrate an understanding of the government's objectives?

Any statements made during the Oral interview that contradict the written technical submission could result in a lower confidence rating.

As stated above, the Oral interview does not and will not constitute discussions or negotiations as defined in FAR Part 15. Statements made during an interview will not become part of the contract. The government will not determine a competitive range, conduct discussions, nor solicit or allow revised quotes.

9.6.5 Price

In evaluating a Contractor's price, the government will consider the Contractor's total estimated costs for the development services for three years (a base year period plus two one-year option periods). Contractors will use this <u>spreadsheet to submit pricing information</u>.

The government will not evaluate travel costs. A lump sum will be included as a separate contract line item number (CLIN) and will be used to reimburse actual travel expenses as needed.

Appendices:

Appendix 1 - Contract Terms and Conditions

- Appendix 2 RFQ Response Template
- Appendix 3 Pricing Spreadsheet Template
- Appendix 4 <u>Performance Work Statement (PWS) Template</u>
- Appendix 5 Conflict of Interest Statement
- Appendix 6 FAR 52.204-24 Provision
- Appendix 7 Contractor Teaming Arrangement (CTA)

Question	Response	
Are there secondary data sets that need to be brought in, and if so, how many and to what extent will the contractor be expected to manage data migration?	There are data sets residing in other systems that the contractor will be expected to integrate with. It is not expected at this time that historical data will need to be migrated into the new system's database.	
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, Section 1.5 Data Access, p. 5 Question: Which of the previous systems, if any, will the contractor be ingesting data from? Is this in scope for this phase or in subsequent years?	Head Start Enterprise System (HSES), Monitoring System (ITAMS), ECLKC, and regional systems.	
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 2.1 Description of Work to be Performed, p. 7 Question: When can an ATO be expected and how will it be structured?	18F and OHS is committed to working with the vendor to obtain ATO from the CIO organization as soon as possible. The ATO process and structure is determined by the ACF OCIO, but we expect that vendors will work to move toward ATO from the first deliverable and not wait until the system is "done".	
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 1.5 Data Access, p. 5 Question: What are some of the ways that data is accessed today? Is there an expectation that the new system will have to interact with subsystems?	TTA data is currently accessed in different systems by personnel independently. It is expected that the new system will allow people to access TTA data in a single environment with more consistency across regions and organizational levels. This will require building integration points between the new system and existing systems.	
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 2.1 Description of Work to Be Performed, p. 7 Question: What is OHS's planned ATO strategy to enable the deployment of the new TTADP as soon as the software has been sufficiently developed to provide the minimal viable functionality required to support an acceptable level of OHS's fundamental TTA operations?	OHS plans to partner closely with the CIO organization and our CISO to try to gain ATO as soon as possible for the vendor. This will also require the vendors to bake good security practices and documentation into all code that is developed as part of the task order.	
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 5.1 Environment, p. 14 Question: Can you clarify what is meant by data files, and provide examples of the data files mentioned here?	Data files here refer mostly to system configuration files. They could also refer to any static data that is packaged along with the system, though those files may or may not be a part of the final system's architecture.	

Question	Response
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 5.2 System Access, p. 15 Question: The RFQ mentions security controls and procedures designed to protect access to PII. Are there existing tools or software that HHS uses here that they would like us to adopt? If so, what are they?	Prior to acceptance of any merge requests, the technical lead from 18F will review the code to ensure it is compliant. For more information on expectations that the vendor should have for their developers, and that 18F/OHS will have for the vendor, please see https://before-you-ship.18f.gov/ along with the Quality Assurance Surveillance Plan included in the RFQ.
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, Section 1.1 Background, p. 3 Question: For the purpose of the RFQ, does "Head Start" refer to the entire Head Start system (including Early Head Start, America Indian and Alaska Native programs, and Migrant and Seasonal Head Start programs) or strictly to the Head Start program for preschoolers? If it refers to the entire Head Start umbrella, will all of the Head Start programs be accessing the same web-based system?	Yes, it refers to the entire Head Start System. Yes. All programs will be accessing the same web-based system.
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 1.3 Narrative and Anecdotal Information, p. 5 Question: Is the Office of Head Start (OHS) open to revising their reporting structures to minimize narrative data requirements?	The intent of the new system is to identify and define peices what is curently narrative data and create a shared structure across regions. This should reduce the total amount of narrative data and improve the quality of the remaiing narrative Makiing relevant narative easier to find and distribute.
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 1.4 Disconnected Systems, p. 5 Question: Is there an expectation that historical data from all of the currently existing systems will be migrated to the new system?	At the time of the RFQ, the government team does not anticpate this will be a feature for the new system. If user research suggests this as valuable in future iterations, it will be up to the product owner and the agile team to determine whether it is feasible or a priority for the team.
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 1.6 Data Inconsistency, p. 6 Question: Who will be responsible for data validation rules? Can the contractor develop these with end-users during discovery?	Data validation rules will, ideally, be developed as a collaboration between the vendor and OHS using ongoing user research as a way of ensuring that those rules work well for end users and stakeholders alike.

Question	Response
Document Name, Section, Page Number: RFQOHS Head Start Agile Software Development.pdf, 2.1 Description of Work to be Performed, p. 7 Question: To continuously improve Head Start services, data from grantees will need to be regularly collected. Is there currently a standardized needs assessment that Head Start grantees complete? If so, how regularly is this assessment completed?	There is no current standardized needs assessment or completion schedule.
How many resources from the 18F or HHS team will be involved in the development of HeadStart?	SEE Question 23
What will be the functions (titles etc) of the 18F or HHS team that will be involved in the base, year 1, or year 2 efforts?	SEE Question 23
What will be the level of effort spent by the 18F or HHS resources in development of HeadStart in the base, year 1, and year 2?	SEE Question 23
Will the government positively evaluate open source software projects that have grown beyond 5-7 en	Per the RFQ: Source code samples from recent projects involving teams of approximately four to seven full-time equivalent (FTE) personnel are preferable.
Does the government intend onsite user research to be part of this contract?	Ongoing user research could be a mix of remote and on-site depending on the needs for the work to be performed and the value added by either approach.
Can more insight be provided on why the budget is assumed to be 1.6M for option 2?	The option years were estimated using the same team size plus escalation.
What is HSES? Please explain or point to what is HSES and what is it used for?	The Head Start Enterprise System (HSES) is the repository where most grantee data is housed and many grantee/OHS interactions are captured.
Are there plans for TTADP to remain on cloud.gov for the foreseeable future?	Yes
Will personnel be provided government issued laptops?	Per section 5.2 of the RFQ:Personnel that are required to obtain a PIV card will be issued a government-furnished laptop from HHS/OHS. Also see Appendix 1 para. 1.6 & 1.7 for more details.

Question	Response
For the base year, option 1 year, and option 2 year: (1) How many resources from the 18F or HHS team will be involved in the development of TTADP? (2) What will be the functions (titles etc) of the 18F or HHS team that will be involved in the base, year 1, or year 2 efforts? (3) What will be the level of effort spent by the 18F or HHS resources in development of TTADP in the base, year 1, and year 2?	The HHS and 18F team will primarily serve in the product ownership and technical oversight role after the contract is awarded. HHS will provide the product ownership and prioritize the work along with the vendor team, and 18F will also help ensure the team is collaborating well and meeting the QASP. Typically the agency partner, the vendor team, and 18F will work jointly in advancing the product needs once a vendor is brought on board.
RFP States "Extent to which the proposed team for this project was involved in the development of the source code sample referred to in Factor 3" - Please confirm whether only a single source code sample can be submitted? If more can be submitted, should "extent to which the proposed team []" be mentioned for each and every project submitted as Factor 3?	Up to 5 examples of source code from previous projects can be submitted as part of the proposal. They should include information on the extent to which the proposed team worked on them.
Will source code samples of languages other than Rails be graded same as source code samples that	Yes
Can the oral interviews increase / decrease (update) the confidence given to a vendor in Phase 1?	No, Phase 1 will be its own phase and will determine who will move to Phase 2. Phase 2 - Oral Interviews will receive their own rating and will not impact Phase 1 ratings.
Will the evaluation team look at pricing volume only after the Phase 1 and oral evaluations are done?	Yes, again if any firm receives a low confidence rating they will be eliminated from the evaluation. If eliminated, no price will be evaluated.
If there is a subcontractor involved, does the GSA MAS schedule of the subcontractor needed as well'	No the sub doesn't need to hold a GSA schedule, but the rates can't exceed the rates under the schedule, or for supplies, if not covered under the schedule it's considered open market
The RFP states "If the Contractor plans to provide services through a joint venture, teaming partner, or subContractor, have they detailed those plans?" Can specifics be provided to know what the government is looking for in these plans?	Per 9.2.2: A description of the Contractor's plans, if any, to provide services through a joint venture, teaming partner, or subContractor

Question	Response
If the source code is private, what are the GitHub usernames that would need access?	GitHub usernames to invite to private repos are: - iamjolly - rahearn - matt-dobson - randyhart If your code is in another private system, let us know as part of your proposal and we'll arrange access with you.
Has sandbox from Login.gov been provided?	NO
Has certificates from Login.gov been provided?	NO
Presentation to OHS Core leadership team 11/6/2019 is a private document. Could this be released pu	This will become available upon award of the contract. Most of the information in these slides is included in other materials that have been provided.
Has access to the private documents in "Important Resources" in GitHub (https://github.com/18F/Head-Start-TTA#important-resources) been provided to any non-federal employee?	Yes. It has been provided to non-federal who have obtained the required clearances. Much of it will also be granted to the vendor after selection. We haven't made these resources public out of concern for signal to noise ratio of the information and it's value to prospective vendors in understanding the context of the work. This has not been released to any prospective bidders.
What is the format in which "Monitoring Reports" and "CO Correspondence" data is being submitted to Program Specialists?	This will be determined through continued experiments
Has 18F explored NLP for comparing and tracking text-heavy data over time?	NLP and/or AI approaches to working with existing narrative data has not been considered for the current MVP.
Will Factors 1-3: technical approach, staffing methodology, and similar projects be evaluated equally or do they carry different weighted evaluation?	All factors are of equal importance.

Question	Response
Does the government anticipate this application to be built by a blended team consisting of government and vendor staff? If so, what will be the labor category titles the government will have its staff on and what is level of effort these labor categories will be supporting (1,920 hours to represent one year of full-time work, 960 hours for half time, etc.) for base, Option 1 and Option 2.	The bulk of the design and development work will be done by the vendor team, with OHS and 18F helping with priorities and product management. Over time, it's anticipated that 18F will reduce its work as OHS and the vendor get used to each other's cadence. OHS' product owner will be close to full time, 18F's technical lead will be around 75%, and 18F's product, acquisition, and design leads will likely only be needed on an ad hoc basis. A goal of this project is to transfer the technical lead duties from 18F to OHS, but as of this RFQ this role is not available.
For the labor categories provided by government to fulfill certain roles, does the government expect the vendor to support those roles with the same labor categories for the period of time OR does the government expect the vendor to have some overlap as the government's labor category/staff transitions off the project and vendor is brought on?	As discussed earlier, there may be some overlap between work the Government is doing and the vendor team. In the early sprints OHS, 18F, and the vendor will determine the right amount of support needed from 18F to ensure best practices and for code review and product management support.
What design system does the government plan on using? Will app be employing U.S. Web Design System (USDWS) standard?	Yes. See section 5.0 of the RFQ. https://designsystem.digital.gov/website-standards/
Should the vendors use plain language for app design and development?	Yes
Does the government plan on using Login.gov for authentication?	This is a possibility, but it has not been decided yet.

Question	Response
Section 9.2.2 Factor 1 - Technical Approach of RFP states 'proposed approach to providing the services required including the programming language(s) and frameworks,' however in Section 5.1, the RFP states the backend and frontend technologies. How will the evaluation for Factor 1 be done, if the programming languages are already stated?	The RFQ does not explicitly state any requirement for specific languages, and we are open to the best fit for the needs of the product which would include long-term sustainability by OHS and/or other vendor teams. Section 5.1 states: The backend API application should use technologies such as : (and) The frontend web application should use technologies such as :
For the legacy integration work, does the government expect the vendor to migrate the legacy data into a central (new) repository to meet the federal IT standards? Is there anything else in addition to migrating the data, does the government anticipate the vendor to perform for legacy migration?	Historical data is not expected to be migrated into the new system at this time
Does the government anticipate this platform to support and be accessible from both internal and external platforms, including desktops, laptops, tablets, thin clients, and mobile devices?	Yes
Does the government anticipate this platform to support a high capacity of users and scale with user	The platform should scale with user growth, but initial user counts should be reasonable (estimated less than 1,000 users)
Can the government share the architecture diagram of the current prototype being built?	See Question 48
The current prototype being built does not have any tracked issues closed linked to PRs. It is hard to ascertain which "taste tests" prototypes have already been implemented by 18F. Can the government share more information?	The experiments and prototypes are detailed in the four experiment reports linked to in the RFQ repo. The prototype repository has Git tags corresponding to each experiment.
Has the government started building the MVP?	No
How will the PR review from 18F be done and performed?	18F and the vendor will collectively decide if PRs will be reviewed on a per-sprint or per-feature basis. It is expected that the vendor will internally review their code before submitting it to OHS.
When the vendors provide PRs for the work completed, does 18F and OHS have a preferred process they would like vendors to follow? For example, vendor sending a PR from their forks development branch to HeadStarts development branch for review?	See question 50

Question	Response
Based on the information in the environment section (Section 5.1 Environment) can you please confirm the following: a. Will the contractor only be responsible for the development environment? I. e. Moving the code to staging and production will be done by government? b. Apart from writing secure code, will the contractor also have to work with GSA cyber security rules as they pertain to deploying HeadStart application on cloud.gov? I.e. Will the contractor have to resolve any low, med, high CVEs, help with ATO procedures, or Nist 800-53 related guidelines?	 a) Correct. b) Yes, the vendor will be responsible for completing security tasks as assigned by the PO, including those required to obtain or maintain ATO
Section 3.1 of the RFP states "The MVP and Epic Stories set forth below will be the starting point for the development of software to be provided under this task order:" a. Has discovery user research been completed or is the vendor expected to complete discovery user research? b. If discovery research has been completed, can it be shared so we can update our proposed approach?; c. How were these user stories created? d. Have core UX principles (design principles, user personas, content and style strategy) and journey maps been created?	We consider discovery and research as an ongoing process. While we have conducted initial research, ongoing user research by the vendor team is expected. Full research artifacts will be delivered upon award, and user stories are expected to be driven, in large part by the user research findings. Specific core UX deliverables have not been created or finalized, but we expect to have them shortly after award.
Do all key personnel need to be full-time for all three years?	No, we have not specified whether key personnel must be full time or part time for any amount of time. However, there is an expectation that key personnel will remain on the project for at least the initial 12 months or project completion whichever is later. See Section 6.2 of the RFQ - Personnel Substitutions
Has the 18F team registered with login.gov as a developer?	No
Will the source code for the TDRS application built as part of the awarded contract be an open source public code repository in accordance with the Federal Source Code Policy(https://sourcecode.cio.gov/) or will it be a private repository?	TDRS is a separate project from the OHS TTA project (this RFQ). However, we anticipate that the work will be open sourced and public.
Will vendors be evaluated differently based upon the type of programming language proposed?	No preference is given to programming languages at this time.
What are the font size restrictions for tables and infographics in the volumes?	Please use your best judgement—and kindness—in terms of sizing, layout, and usability of your submissions.
Are there size requirements for the margins of the submission?	Please use your best judgement—and kindness—in terms of sizing, layout, and usability of your submissions.

Question	Response
Please confirm whether page dimensions for all pages in the proposal need to be standard 8.5 x 11 or can they landscape mode as well?	Please use your best judgement—and kindness—in terms of sizing, layout, and usability of your submissions.
What is the page limit for the "Criteria 3: Similar Experience" section?	The government is requesting access to Git repositories or equivalent version-controlled repositories. This access should not require the submission of any pages. However, if the code samples provided do not include user research plans then the contractor must submit a separate user research plan. This separate user research plan should be no longer than 10 pages.
Can an example of a TTA Activity Report be provided?	YES - See attached
You've provided quite a lot of flexibility in the choice of technologies and frameworks, so long as their open source. This creates some anxiety around making the "right" recommendation. Is the government looking to standardize on certain toolsets to ease long term maintainability and extensibility concerns? If so, what tools look most promising?	The vendor should choose technologies widely-used in industry for web app development and avoid technologies that are extremely cutting-edge. Additionally, <u>cloud.gov</u> supports the following languages via buildpacks (in alphabetical order): dotnet core, go, java, nodejs, php, python, and ruby
Can you provide more details on what you are looking for in the code samples? Is there a qualitative scoring system that you can share, or will it be a more subjective evaluation?	We will be looking for well-structured, easy to read code, with an emphasis on automated testing that clearly demonstrates that the tests are exercising the business value of the code under test and not just looking to hit a code coverage metric.
Are code samples expected to align with the QASP standards outlined in the RFQ?	Yes
Why do you want to see revision history in the code sample? Will clean versions of final production code be scored less?	The history gives us a better understanding of how your company works, as well as who was responsible for the code in question. Please provide in accordance with the RFQ.
RFQ, Section 3.5, page 10 - The RFQ mentions various user groups that would use TTADP. Does the government have a preference for how to maintain multiple users, groups, and access controls?	Not at this time.

Question	Response
Linked Experiment Reports - Linked Experiment reports on GitHub link to information not publically available. Would the government make those files available?	The experiment reports are public in the RFQ repository at: https://github.com/18F/Head_Start_TTA_RFQ/tree/master/assets/reports
RFQ, Section 3.5, page 10 - The RFQ mentions 3 epics the MVP will focus on, as well as additional user groups the TTADP system could support. What is the scope of the contract Period of Performance?	The vendor team will work with the product owner to prioritize the work performed during the period of performance.
RFQ, Section 5.1, page 15 - The RFQ mentions the use of a CI/CD system. Who will have responsibility for providing the CI/CD server.	OHS will provide the CI/CD server.
RFQ, Section 2.0, page 7 - What represents key data questions that the TTADP system needs to support answering?	See RFQ section 1.2.
RFQ, Section 3.1, page 8 - Who will have responsibility for recruiting and maintaining cohorts of users for discovery, research, and testing activities?	Members of the vendor team will work closely with the Product Owner and federal staff to recruit and maintain user cohorts.
What will the 18F team's role continue to be as it relates to TTADP. For example will 18F continue to be involved in user reseach?	18F may continue to be involved in user research from an advisory capacity, but it is our expectation that the vendor's product team will include ongoing user research practices into their work to ensure the right features and functionality is built and adjusted according to real user needs over time.
Who will have responsibility for educating and driving adoption of the TTADP tool within the various TTA user groups?	Members of the vendor team will work closely with the Product Owner and federal staff to educate and support adoption of the tool.
RFQ, Section 3.3, page 9 - In the MVP slide deck graphics, there's an assumption that systems will consume the TTADP API. Who will define the data structure of the API for getting information out of TTADP? Who will have responsibility for integrating systems like Smart Sheets or other RO systems with the TTADP API? Will the contracting team have access to those integrating partners?	The vendor team will be responsible for building a first-class API for getting information out of TTADP. It is expected that all external systems consuming that API will use the same API, with any changes required being prioritized in the backlog by the PO and vendor team. It is the PO's responsibility that the vendor team has access to any integration points that they will be required to utilize before those stories can begin.

Question	Response
RFQ, Section 3.2, page 8 - What system or team will have resposibility for approving and providing access the the TTADP API?	Approval of the API is expected to be part of the overall process of developing, shipping, and deploying the software being built. Access will be overseen by OHS and supported by 18F and vendor teams, as needed.
RFQ, Section 3.6, page 12 - What system is the contractor required to use for documentation and collaboration purposes?	There is no requirement at this time. We are open to suggestions on this.
RFQ, Section 4.0, page 13 - Should price quotes include travel costs?	See RFQ Section 9.6.5: The government will not evaluate travel costs. A lump sum will be included as a separate contract line item number (CLIN) and will be used to reimburse actual travel expenses as needed.
RFQ, Section 5.1, page 14 - What environments will the contracting team have access to for TTADP development?	The team will have access to the <u>cloud.gov</u> sandbox and other systems on an as-needed basis.
RFQ, Section 5.2, page 15 - The contract mentions needing PIV card for Legacy system maintenance. What portion of this contract will have responsibility for supporting legacy systems?	No portion of this contract will involve maintaining or supporting legacy systems, though some portion will involve integrating data from legacy systems. The exact shape of that work is still being determined
RFQ, Section 3.2 - From some of the linked 18F experiment reports, it became apparent that in order to measure progress and completion status it would be helpful to provide more specific definition for outcomes. Would that be supported/feasible?	Yes, that would be expected as part of the product development process.
Can we get an invitation to obtain login access to [cloud.gov?]	This will occur after contract award.
RFQ, Section 9.2.4, page 25: Please may the Government confirm that Contractors are only required to submit a separate User Research Plan if none (as opposed to some) of the repositories shared contain one? For instance, if a Contractor shares three repositories and only one contains a research plan, will they be required to add a research plan for at least one of the other projects?	Per the RFQ: If the code samples provided do not include user research plans demonstrating how ongoing user research was incorporated into the project, then the Contractor must submit a separate user research plan relating to at least one of the sample projects

Question	Response
Will projects without research plans included in their repositories be viewed unfavorably? And if so, will the Government allow Vendors to submit research plans for any and all projects that do not include them in the repository, or only for one?	No, they will not be viewed unfavorably. Please follow this per the RFQ: If the code samples provided do not include user research plans demonstrating how ongoing user research was incorporated into the project, then the Contractor must submit a separate user research plan relating to at least one of the sample projects
RFQ, Section 9.2.4, page 25: Would the Government accept links to knowledge stores like Confluence containing our user research plans in addition to the GitHub repository links for relevant experience, or must all user research documentation be linked to within GitHub?	Yes, we are more interested in how research shaped work than where it is stored.
RFQ, Section 9.6.2, page 29: The Government states that it will consider whether members of the proposed team (Factor 2) were involved in developing the source code sample(s) provided for Factor 3. Will the Government view submissions unfavorably if proposed personnel were not directly involved in the development of source code sample(s)?	Yes. Please comply with the RFQ as follows:The source code must have been developed by either the Contractor, a teaming partner that is proposed in response to this RFQ, or an individual that is being proposed as Key Personnel for this project.
In the Deadlines and response formats table in the RFQ (spanning pages 1 and 2), the Government has linked to several Google forms. However, when I click on the "Google Doc (technical submission)" and "Google Sheet (price submission)" hyperlinks, I get a redirect notice saying "You need permission." Should the technical submission and pricing sheet be submitted via these links (and if so, can the Government please update the permission settings?) or as part of the "Request for Quote (RFQ) - OHS Development Services" Google form?	Please use the links and attachments provided in the email from Brian Burns requesting a quote.
RFQ, Section 1.2 states that, "Various streams of TTA data are: 1) housed in a comprehensive Central Office system that was not designed for TTA task management." Can the Government provide a few examples of the kinds of tasks it would like the system to be able to manage?	The ability to manage the lifecycle of TTA activities.
RFQ Section 9.0 Submission Instructions and Evaluation page 23 indicates that the font size for written responses is 12-point. We have found that using tables can improve the clarity of proposals, particularly when it comes to staffing plans, but that 12-point font within tables can be difficult to read. Would the Government allow Offerors to write table content in 10-point font?	Yes
Regarding Appendix 2: RFQ Response Template, can the Government confirm that only text entered into the "Enter technical approach here" or "Enter staffing plan here" will be counted against the page limits for each of these sections? And would the Government prefer if Offerors entered a page break before entering each plan into the document to make this easier to assess?	Yes, Appendix 2 is the template contractors must use for responding. Responses for each of the three factors must be directly pasted into the respective sections to replace the red text, and all current text in the "Appendix 2" template left unchanged.

Question	Response
Section 5.2 of the RFQ states, "All Contractor personnel working under the resulting contract will need to obtain a Homeland Security Presidential Directive 12 (HSPD-12) low risk security clearance (or moderate risk security clearance if handling PII)." Given the current pandemic, it may take longer than usual for personnel to perform the fingerprinting and testing this clearance requires. Does the Government have a plan in place for obtaining clearances under social distancing guidelines? Alternatively, will the Government consider allowing personnel to work on this contract before obtaining clearance, provided they are able to obtain clearance as soon as the means are available?	Due to COVID 19 if contractors are unable to get fingerprints (digital or at police station), this requirement will be waived until restrictions have been lifted. Once lifted, fingerprints will need to be obtained.
Can the Government provide information on how teams working on related OHS systems are managing their work, including any agile methodologies currently being used?	Some OHS teams are transitioning to agile approaches, so this is an opportunity to showcase what is possible with this effort and potentially influence wider change within the agency.
Can the Government please clarify how "minimum viable product (MVP)" is being defined for this project? Is the expectation that the MVP will be fully, partially, or not at all deployed to users?	The MVP should be deployed to the users across all 12 regions.
Does the Government have a target number of users that they expect will be using the MVP?	Under 1,000 for MVP.
The RFQ states, "The initial phases of the development process will focus on reporting on the TTA Activities that are being delivered by TTA Contractors and used by various groups within the Head Start system for management and ongoing decision making" (Section 2.1, pages 6-7). Are these TTA Contractors' users, or are they other TTA Contractor teams involved in software development alongside the TTA Data Product MVP team?	The TTA Contractors are users and will participate in ongoing research. The TTA contractors mentioned are the regional TTA contractors that deliver TTA and do on-site and virtual trainings.
Would a partial completion status of activities, e.g. "percentage completed" be useful in the reports?	Our understanding is that this question relates to tracking completion of TTA Activities in reports. Some sort of progress tracking will be useful and/or needed. However, we expect that the usefulness of the approach will be validated through ongoing user research and usability testing.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CO	DDE P	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER 0001	3. EFFECTIVE DATE 05/14/2020	4. REQUISITION/PURCHA	SE REQUISITION NUMBER	5. PROJECT N	I NUMBER (If applicable
6. ISSUED BY CODE	03/14/2020	7. ADMINISTERED BY (If other than Item 6) CODE			
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General Services Administration

Federal Acquisition Service
Technology Transformation Services
18F and Office of Acquisition
1800 F Street NW | Washington, DC | 20405

Office of Head Start Training and Technical Assistance Data Platform

Appendix 1 Contract Terms and Conditions

1.0 Transparency Policy & Security Requirements

Contractors are advised that TTS reserves the right to publish documents associated with this requirement on a publicly-available website, including any Requests for Quotation (including amendments), Question and Answer exchanges with contractors (source-identifying information removed), and other relevant information that is not confidential or proprietary in nature or source selection sensitive information that would otherwise implicate procurement integrity concerns.

Upon award, TTS may publish the total awarded price and certain non-source-identifying data (for example, the number of bids, the mean price, median, and standard deviation of price). During the performance of this task order, TTS may similarly publish data related to project management (for example, user stories, milestones, and performance metrics) and top-line spending data.

1.1. Section 508 Compliance

The following Section 508 accessibility standards apply to the work to be performed.

A. Section 508 of the Rehabilitation Act of 1973

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law (29 U.S.C § 794 (d)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information comparable to the access available to others.

The U.S. Access Board is responsible for developing Information and Communication Technology (ICT) accessibility standards to incorporate into regulations that govern Federal procurement practices. On January 18, 2017, the Access Board issued a final rule that updated accessibility requirements covered by Section 508, and refreshed guidelines for telecommunications equipment subject to Section 255 of the Communications Act. The final rule went into effect on January 18, 2018.

The rule updated and reorganized the Section 508 Standards and Section 255 Guidelines in response to market trends and innovations in technology. The refresh also harmonized these requirements with other guidelines and standards both in the U.S. and abroad, including standards issued by the European Commission, and with the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG 2.0), a globally recognized voluntary consensus standard for web content and ICT.

https://www.section508.gov/manage/laws-and-policies

The Architectural and Transportation Barriers Compliance Board (Access Board issued final guidelines for accessibility, usability, and compatibility of telecommunications equipment and customer premises equipment covered by section 255 of the Telecommunications Act of 1996. Section 255 of the Communications Act, as amended by the Telecommunications Act of 1996, requires telecommunications products and services to be accessible to people with disabilities. Manufacturers must ensure that products are "designed, developed, and fabricated to be accessible to and usable by individuals with disabilities" when it is readily achievable to do so. Accessibility guidelines issued by the Board under Section 255 address the telecommunications products covered including wired and wireless telecommunication devices such as:

- telephones (including pay phones and cellular phones),
- pagers,
- fax machines,

- other products that have a telecommunication service capability, such as computers with modems and,
- Equipment that carriers use to provide services, such as a phone company's switching equipment.

https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-telecommunications-act-guidelines

B. Functional Performance Criteria

Section 1194.31 Functional Performance Criteria

This section provides functional performance criteria for overall product evaluation and for technologies or components for which there is no specific requirement under other sections. These criteria are also intended to ensure that the individual accessible components work together to create an accessible product. This section requires that all product functions, including operation and information retrieval, be operable through at least one mode addressed in each of the paragraphs. Go to Sub-part C Functional Performance Criteria 1194.31 at:

https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards#subpart_c

C. FAR Part 39 - Acquisition of Information Technology

a. 39.000 -- Scope of Part.

This part prescribes acquisition policies and procedures for use in acquiring—

- (a) Information technology, including financial management systems, consistent with other parts of this regulation, OMB Circular No. A-127, Financial Management Systems and OMB Circular No. A-130, Management of Federal Information Resources; and
- (b) Information and information technology.

b. <u>39.001 -- Applicability.</u>

This part applies to the acquisition of information technology by or for the use of agencies except for acquisitions of information technology for national security systems.

C. <u>39.002 -- Definitions.</u>

As used in this part--

"Modular contracting" means use of one or more contracts to acquire information technology systems in successive, interoperable increments.

d. 39.104 – Information Technology Services.

When acquiring information technology services, solicitations must not describe any minimum experience or educational requirement for proposed contractor personnel unless the contracting officer determines that the needs of the agency—

- (a) Cannot be met without that requirement; or
- (b) Require the use of other than a performance-based acquisition (see <u>Subpart 37.6</u>).

e. <u>39.106 -- Contract Clause.</u>

The contracting officer shall insert a clause substantially the same as the clause at <u>52.239-1</u>, Privacy or Security Safeguards, in solicitations and contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.

f. 39.201 Scope of subpart.

- (a) This subpart implements section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).
- (b) Further information on section 508 is available via the Internet at http://www.section508.gov.
- (c) When acquiring EIT, agencies must ensure that--
 - (1) Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and
 - (2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.

g. 39.202 Definition.

Undue burden, as used in this subpart, means a significant difficulty or expense.

h. 39.203 Applicability.

(a) Unless an exception at <u>39.204</u> applies, acquisitions of EIT supplies and services must meet the applicable accessibility standards at 36 CFR part 1194.

(b)

- (1) Exception determinations are required prior to contract award, except for indefinite-quantity contracts (see paragraph (b)(2) of this section).
- (2) Exception determinations are not required prior to award of indefinite-quantity contracts, except for requirements that are to be satisfied by initial award. Contracting offices that award indefinite-quantity contracts must indicate to requiring and ordering activities which supplies and services the contractor indicates as compliant and show where full details of compliance can be found (e.g., vendor's or other exact website location).
- (3) Requiring and ordering activities must ensure supplies or services meet the applicable accessibility standards at 36 CFR part 1194, unless an exception applies, at the time of issuance of task or delivery orders. Accordingly, indefinite-quantity contracts may include noncompliant items; however, any task or delivery order issued for noncompliant items must meet an applicable exception.

(c)

- (1) When acquiring commercial items, an agency must comply with those accessibility standards that can be met with supplies or services that are available in the commercial marketplace in time to meet the agency's delivery requirements.
- (2) The requiring official must document in writing the no availability, including a description of market research performed and which standards cannot be met, and provide documentation to the contracting officer for inclusion in the contract file.

i. 39.204 Exceptions.

The requirements in 39.203 do not apply to EIT that--

- (a) Is purchased in accordance with <u>Subpart 13.2</u> (micro-purchases) prior to April 1, 2005. However, for micro-purchases, contracting officers and other individuals designated in accordance with <u>1.603-3</u> are strongly encouraged to comply with the applicable accessibility standards to the maximum extent practicable;
- (b) Is for a national security system;
- (c) Is acquired by a contractor incidental to a contract;

- (d) Is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment; or
- (e) Would impose an undue burden on the agency.
 - (1) *Basis*. In determining whether compliance with all or part of the applicable accessibility standards in 36 CFR part 1194 would be an undue burden, an agency must consider--
 - (i) The difficulty or expense of compliance; and
 - (ii) Agency resources available to its program or component for which the supply or service is being acquired.

(2) Documentation.

- (i) The requiring official must document in writing the basis for an undue burden decision and provide the documentation to the contracting officer for inclusion in the contract file.
- (ii) When acquiring commercial items, an undue burden determination is not required to address individual standards that cannot be met with supplies or service available in the commercial marketplace in time to meet the agency delivery requirements (see <u>39.203(c)(2)</u> regarding documentation of nonavailability).

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/39.htm

j. Provisions and Clauses:

When purchasing consulting services and labor hours to provide development, authoring, testing, installation, configuration, maintenance, training, and other consulting services related to ICT, the Contractors shall ensure the personnel providing the labor hours possess the knowledge, skills, and ability necessary to address the applicable Revised 508 Standards defined in this contract and shall provide supporting documentation upon request.

When the Contractors provides custom ICT development services pursuant to this contract, the Contractors shall ensure the ICT fully conforms to the applicable Revised 508 Standards prior to delivery and before final acceptance.

k. Installation, Configuration & Integration Services

When the Contractors provides installation, configuration or integration services for equipment and software pursuant to this contract, the Contractors shall not install, configure or integrate the equipment and

software in a way that reduces the level of conformance with the applicable Revised 508 Standards.

The Contractors shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this contract do not reduce the original level of conformance with the applicable Revised 508 Standards at the time of contract award.

The contractor shall test and validate the ICT solution for conformance to the Revised 508 Standards, in accordance with the agency required testing methods.

Contractors shall validate conformance to the applicable Revised 508
 Standards using a defined testing process. The Contractors must
 describe test process and provide the testing results to the agency.
 The testing shall include type of Assistive Technology (AT) and
 automatic tools used for validating testing.

The Contractors shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements, including records of any testing or demonstrations conducted. Before acceptance, the contractor shall provide an **Accessibility Conformance Report (ACR)** for each ICT item that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the latest version of the <u>Voluntary Product Accessibility Template (VPAT)</u>).

To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before acceptance, when the contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a **Supplemental Accessibility Conformance Report (SAR)** that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.

 When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc).

Before final acceptance of any ICT item, including updates and replacements, if the Contractors claims its products or services satisfy the applicable Revised 508 Standards specified in the statement of work, and the contracting officer determines that any furnished ICT item is not in compliance with such requirements, the contracting officer will promptly inform the Contractors in writing of the noncompliance. The Contractors shall, at no cost to the agency, repair or replace the non-compliant products or services within the period specified by the contracting officer.

D. Revised 508 Standards, Safe Harbor and FAR Update

Federal agencies have been working to transition to the Revised 508 Standards, which aim to make information technology more accessible to all users, and bring U.S. accessibility standards in line with international standards. The FAR Council is also working on regulatory updates to the Federal Acquisition Regulation (FAR), and as of January 18, 2018, agencies should proactively address the requirements of the Revised 508 Standards in their procurement processes. Note that all new or revised information and communication technology (ICT) must satisfy the Revised 508 Standards, but older ICT (previously referred to as Electronic and Information Technology (EIT)), providing that it was compliant with the Original 508 Standards, may fall under a "safe harbor" provision.

- Safe Harbor The Revised 508 Standards also include a "safe harbor" provision for existing (i.e., legacy) ICT. Under this safe harbor, unaltered, existing ICT (including electronic content) that complies with the Original 508 Standards need not be modified or upgraded to conform to the Revised 508 Standards.
 - This safe harbor applies on an element-by-element basis to each component or portion of the existing ICT, with each component or portion assessed separately.
 - Existing, unaltered ICT that did not comply with the Original 508 Standards as of January 18, 2018 must now be brought into compliance with the Revised 508 Standards. Please visit https://www.section508.gov/blog/Revised-508-Standards-Safe-Harbor-and-FAR-Update

According to the Section 508 standards, part 1194.2, "(b) When procuring a product, agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no

product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards."

E. Contract Staff and Vendors

Misrepresentation of Section 508 compliance or failure to provide ICT products or services that meet the proposed and accepted level of conformance is unacceptable. They may result in termination for cause or other actions as specified in the HHSAR or FAR.

- (a) In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offeror must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offeror or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy. (See HHS PAT Link below.
- To determine whether proposed EIT services meet applicable Section 508 accessibility standards, offeror must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.
 - (a) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
 - (b) The leaderboard below demonstrates how compliant our websites are with Section 508. The accessibility of websites for each Operating

- Division is determined each month by an automated scan of every page of every website.
- (c) Scores: Acceptable- 76% and above. Needs Improvement- 75.99% and below.
- (d) Deliverables: Schedule for Contractor Submission of Section 508 Annual Report, Annually at the start of each option.

In addition to Section 508 requirements, HHS has policies, standards, and requirements for electronic documents that include but aren't limited to the following:

- Document file name should not contain any spaces or special characters.
- Document file name needs to be concise, generally limited to 20-30 characters and should clarify the contents of the file.
- All Document properties should be filled out Title, Author, (an HHS OpDiv, StaffDiv, or Program Office---not an individual's names) Subject, and Keywords
- Use electronic version for any signatures (see http://webstandards.hhs.gov/standards/41)
- Use Exit Icon disclaimer for all non-government sites

1.2. Privacy Act

Performance of this Task Order may require that personnel have access to privacy information. Contractor personnel shall adhere to the privacy act, Title 5 of the U.S. Code, Section 552a and any other applicable applicable rules and regulations.

1.3. Protection of Information

The Contractor shall be responsible for properly protecting all information used, gathered, disclosed, or developed as a result of work under this Task Order. The Contractor shall also protect all Government data by treating information as sensitive. All information gathered or created under this Task Order shall be considered as Sensitive but Unclassified (SBU) information. The use of this data is subject to the privacy act and shall be utilized in full accordance with all rules of conduct as applicable to privacy act Information.

1.4. Organizational Conflicts of Interest

The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest.

If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

Prospective Contractors should refer to FAR Subpart 9.5 and GSAM Part 509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

1.5. Data Rights and Ownership of Deliverables

Data Rights and Ownership of Deliverables – OHS intends that all software and documentation delivered by the Contractor will be made publicly available without restriction. This software and documentation includes, but is not limited to, data, documents, graphics, code, plans, reports, schedules, schemas, metadata, architecture designs, and the like; all new open source software created by the Contractor and forks or branches of current open source software where the Contractor has made a modification; and all new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software. Contractor's should not be using any pre-existing commercial code unless it is provided by the Government. For the avoidance of doubt, the foregoing is included in the definition of "data" set forth in the FAR clause at 52.227-17, incorporated into this contract.

To the extent that the Contractor seeks to incorporate into the software delivered under this task order any software that was not first produced in the performance of this task order, OHS encourages the Contractor to incorporate either software that is in the public domain, or free and open source software that qualifies under the Open Source Definition promulgated by the Open Source Initiative. In any event, the Contractor must promptly disclose to OHS in writing, and list in the documentation, any software incorporated in the delivered software that is subject to a license fee.

If software delivered by the Contractor incorporates software that is subject to an open source license that provides implementation guidance, then the Contractor must ensure compliance with that guidance. If software delivered by the Contractor incorporates software that is subject to an open source license that does not provide implementation guidance, then the Contractor must attach or include the terms of the license within the work itself, such as in code comments at the beginning of a file, or in a license file within a software repository.

The Government data rights of software deliverables and all other data first produced in the performance of this task order shall be in accordance with FAR 52.227-17 Rights in Data -- Special Works. The Government may require the contractor to assign its copyright in such data to the Government in accordance with FAR 52.227-17(c)(1)(ii) or to publicly post it with an appropriate notice.

Ownership of code repositories furnished as Government-Furnished Information (GFI) and Government-provided data entered into any and all systems, system documentation, and other related system information shall reside with the Government.

1.6. Personnel Security Requirements

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

The Contractor (and/or any subcontractor) and its employees shall comply with computing and security standards including:

- Federal Information Security Management Act (FISMA) as part of the egovernment Act of 2002
- Homeland Security Presidential Directive (HSPD)-12,
- Policy for a Common Identification Standard for Federal Employees and Contractors;
- Office of Management and Budget (OMB) Memorandum (M)05-24;
- Federal Information Processing Standards Publication (FIPS PUB)
 Number 201,
- FAR Subpart 4.13,
- FAR 52.204-9, and
- HHS HSPD-12 policy

The Contractor shall refer to the HHS-OCIO Policy for Information Systems Security and Privacy, dated July 7, 2011. The Contractor shall become familiar with the HHS

Departmental Information Security Policies, which may be found at https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/index.html. The HHS Cybersecurity Program develops policies, procedures, and guidance to serve as a foundation for the HHS information security program. These documents implement relevant Federal laws, regulations, standards, and guidelines that provide a basis for the information security program at the Department. The Contractor must become familiar with HHS Cybersecurity Program guidelines as presented at https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/information-security-privacy-program/index.html.

1.7. IT Security Requirements

- A. Baseline Security Requirements
 - 1) Applicability. The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:
 - a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information as required to perform their work. Access is contingent upon positive adjudication of background check.
 - b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the OHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of "information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
 - 2) Safeguarding Information and Information Systems. In accordance with the Federal Information Processing Standards Publication (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

- a. Protect government information and information systems in order to ensure:
 - Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
 - Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
 - Availability, which means ensuring timely and reliable access to and use of information.
- b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of OHS regardless of location.
- c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract.
- d. Comply with the Privacy Act requirements.
- 3) Information Security Categorization. In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Appendix C, and based on information provided by the ISSO, CISO, or other security representative, the contractor shall work with the OHS security team to categorize information or information systems. The categorization can change at any time throughout the lifecycle of the system. The contractor shall ensure proper controls are implemented based on the categorization.
- 4) Controlled Unclassified Information (CUI). CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented

at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, reusing, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

- a. marked appropriately;
- b. disclosed to authorized personnel on a Need-To-Know basis;
- c. protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
- d. returned to OHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
- 5) Protection of Sensitive Information. For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.
- 6) Confidentiality and Nondisclosure of Information. Any information provided to the contractor (and/or any subcontractor) by OHS or collected by the contractor on behalf of OHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or

any of its subcontractors to whom any OHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and OHS policies. Unauthorized disclosure of information will be subject to the HHS/OHS sanction policies and/or governed by the following laws and regulations without limitation:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- 7) Internet Protocol Version 6 (IPv6). All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6).
- 8) Websites and Digital Services. All new and existing public-facing government websites shall comply with the Integrated Digital Experience Act (IDEA).
- 9) Government Websites. All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.
- 10) Contract Documentation. The Contractor shall use provided templates, policies, forms and other agency documents, if applicable, to comply with contract deliverables as appropriate.

- 11) Standard for Encryption. The Contractor (and/or any subcontractor) shall:
 - a. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
 - b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
 - c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and OHS-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
 - d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the contracting officer's representative (COR) prior to implementation of the solution.
 - e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.
- 12) Contractor Non-Disclosure Agreement (NDA). Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the OHS non-disclosure agreement. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

- 13) Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA). When applicable, the Contractor shall assist the OHS Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.
 - a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OHS SOP or designee with completing a PIA for the system or information within 30 days after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
 - b. The Contractor shall assist the OHS SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC) / information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

B. Training

- 1) Mandatory Training for All Contractor Staff. All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/OHS Contractor Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/OHS Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
- 2) Role-based Training. All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the COR) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum.

3) Training Records. The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract. A copy of the training records shall be provided to the CO and/or COR within 30 days after contract award and annually thereafter or upon request.

C. Rules of Behavior

- 1) The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior.
- 2) All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual OHS Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines.

D. Incident Response

FISMA defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The Contractor (and/or any subcontractor) shall comply with OHS's Incident Response Policy dated July 10, 2018, including any subsequent updates.

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident.
- 2) Notify affected individuals only as instructed by the Contracting Officer or designated representative.

- 3) Report all suspected and confirmed information security and privacy incidents and breaches to the OHS Incident Response Team (IRT), COR, CO, OHS SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic as defined in OHS's Incident Response Policy.
- 4) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

E. Position Sensitivity Designations

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

Non-Sensitive High Risk Tier 4 SF 85P

Roster. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within 3 days of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 24 hours of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

F. Contract Initiation and Expiration

1) System Documentation. Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development.

- 2) Sanitization of Government Files and Information. As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
- 3) Notification. The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within 48 hours before an employee stops working under this contract.
- 4) Contractor Responsibilities Upon Physical Completion of the Contract. The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or OHS policies.
- 5) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the OHS Contractor Employee Separation Checklist when an employee terminates work under this contract within 3 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

G. Records Management and Retention

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/OHS policies and shall not dispose of any records unless authorized by HHS/OHS.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/OHS policies.

1.8. Records Management

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:

- includes OHS records.
- does not include personal materials.
- applies to records created, received, or maintained by Contractors pursuant to their OHS contract.
- may include deliverables and documentation associated with deliverables.

C. Requirements

Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

Electronic information system means an information system that contains and provides access to computerized Federal records and other information. (36 CFR 1236.2)

The following types of records management controls are needed to ensure that Federal records in electronic information systems can provide adequate and proper documentation of agency business for as long as the information is needed. Agencies must incorporate controls into the electronic information system or integrate them into a recordkeeping system that is external to the information system itself. (36 CFR 1236.10)

- a. Reliability: Controls to ensure a full and accurate representation of the transactions, activities or facts to which they attest and can be depended upon in the course of subsequent transactions or activities.
- b. Authenticity: Controls to protect against unauthorized addition, deletion, alteration, use, and concealment.
- c. Integrity: Controls, such as audit trails, to ensure records are complete and unaltered.
- d. Usability: Mechanisms to ensure records can be located, retrieved, presented, and interpreted.
- e. Content: Mechanisms to preserve the information contained within the record itself that was produced by the creator of the record.
- f. Context: Mechanisms to implement cross-references to related records that show the organizational, functional, and operational circumstances about the record, which will vary depending upon the business, legal, and regulatory requirements of the business activity.
- g. Structure: Controls to ensure the maintenance of the physical and logical format of the records and the relationships between the data elements.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

OHS and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation.

Records may not be removed from the legal custody of OHS or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report it to OHS immediately. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to OHS control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any subcontractor) is required to abide by Government and HHS and OHS guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with HHS and OHS policy.

The Contractor shall not create or maintain any records containing any non-public HHS or OHS information that are not specifically tied to or authorized by the contract.

The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

 OHS owns the rights to all data and records produced as part of this contract. OHS shall have unlimited rights to use, dispose of, or disclose all data contained in any and all contract deliverables as it determines to be in the public interest and in accordance with the data rights clauses applicable to this contract

Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take OHS-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract, and require written subcontractor acknowledgment of same.

Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

1.9. Contractor Transition

Ensure and agree that all deliverables, products, licenses, designs, data, documentation, tests, user research notes, source code, configuration settings and files, and materials developed throughout this call order will be the property of the U.S. Government and in the public domain. One week prior to task order conclusion, all deliverables, products, will be incorporated into the project repository. Exclusion of project artifacts may be allowed in coordination with the OHS Product Owner and COR. Provide any other reasonable assistance to the Government to deploy the latest version application.

During the transition to the Government or a new contractor, the Contractor shall perform all necessary transition activities. Expected transition activities may include, but not be limited to:

- Continuation of full services to OHS and other customers
- Participation in meetings with the Government or a new contractor to effect a smooth transition and provide detailed information on the operation of all deliverables, at COR and the OHS Product Lead's discretion.
- Training of new personnel, either Government or a new contractor, during transition period Appropriate close-out of any outstanding technical and related performance elements for this task

Should the contractor be terminated prior to the end of the period of performance, the contractor shall transfer all project materials to the COR and the OHS Product Owner within two weeks of the COR and the OHS Product Owner's request.

2.0 List of Security Deliverables

Deliverable Name	Deliverable Title/Description	Due Date
Roster	Roster of all employees	Within 3 days of the effective date of this
		contract
Contractor Employee	Contractor Employee Non-	Prior to performing any
Non-Disclosure	Disclosure Agreement (NDA)	work on behalf of HHS
Agreement (NDA)		
Privacy Threshold	Assist in the completion of a	Within 30 days after the
Analysis (PTA)/	PTA/PIA form	contract award
Privacy Impact		
Assessment (PIA)		
Training Records	Copy of training records for all	In conjunction with
	mandatory training	contract award and

		annually thereafter or upon request
Rules of Behavior	Signed ROB for all employees	Initiation of contract and at least annually thereafter
Incident Response Report	Incident Report (as incidents or breaches occur)	As soon as possible and without reasonable delay and no later than 1 hour of discovery
Incident Response Plan	Incident and Breach Response Plan	Upon request from government
Personnel Security Responsibilities (onboarding)	List of Personnel with defined roles and responsibilities	Within 3 days that is before an employee begins working on this contract.
Personnel Security Responsibilities (off- boarding)	Off-boarding documentation, equipment and badge when leaving contract	Within 3 days after the Government's final acceptance of the work under this contract, or in the event of a termination of the contract
Background Investigation Documentation	Onboarding documentation when beginning the contract	Prior to performing any work on behalf of HHS/OHS
Certification of Sanitization of Government and Government Activity- Related Files, Information, and Devices	Form or deliverables required by OHS.	At contract expiration
Contract Initiation and Expiration	If the procurement involves a system or cloud service, additional documentation will be required, such as Disposition/Decommission Plan	At contract expiration
Security Assessment and Authorization (SA&A)	SA&A Package SSP SAR POA&M Authorization Letter CP and CPT Report E-Auth (if applicable) PTA/PIA (if applicable) Interconnection/Data Use Agreements (if applicable) Authorization Letter	Due date to be determined and approved by OHS OCIO based on planned deployment and ATO schedule

	 Configuration Management Plan (if applicable) Configuration Baseline Other OHS-specific documents 	
Reporting and Continuous Monitoring	Revised security documentation/Agreements	As required by OHS OCIO
Security Alerts, Advisories, and Directives	List of personnel with designated roles and responsibilities	As required by OHS OCIO
Incident Reporting	 Incident Reports (as needed) Incident Response Plan 	Incident Response plan provided in accordance with ATO schedule and yearly thereafter (Prior to production deployment or go live date) Incident Reports provided quarterly and upon request
Other IT Procurements (Non- Commercial and Open Source Computer Software Procurements)	Computer Software, including the source code	Prior to performing any work on behalf of HHS

3.0 Contract Provisions & Clauses

All provisions and clauses included and accepted as part of the vendor's GSA Schedule Contract flowdown to this RFQ.

Contractor Team Arrangement (CTA)

Contractor Team Arrangements (CTAs) are permitted. Note - FAR 9.6, Contractor Team Arrangements, does not apply to GSA Schedules teaming. Under GSA Schedules, Teaming allows contractors to use their individual GSA Schedules to develop a solution for the government.

{{If the vendor intends to team, a CTA is required by the closing date and time of the RFQ. However, a fully executed CTA will be formalized at time of award. CTAs shall

utilize and submit this <u>Attachment 1</u> - ID231XXXXXX - Contract Team Agreement when a CTA is applicable.}}

CTAs will not be evaluated, but will be reviewed to:

- Gain an understanding of how the arrangement will work
- Identify any areas of responsibility that may require clarification
- Identify deficiencies in the CTA in order to understand the probability of successful performance
- Verify proposed prices/rates against MAS contract awarded prices/rates.

Contract Provisions

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/browsefar (End of provision)

GSAR 552.217-71 - Notice Regarding Option(s) (Nov 1992)

The General Services Administration (GSA) has included an option to [Insert "purchase additional quantities of supplies or services" or "extend the term of this contract" or "purchase additional quantities of supplies or services and to extend the term of this contract"] in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48CFR517.207.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Dec 2019)

Contract Clauses

FAR 52.252-2 -- Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): (https://www.acquisition.gov/browsefar)

(End of clause)

FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018) FAR 52.227-17 Rights in Data -- Special Works (DEC 2007)

GSAR 552.212-4 - Contract Terms and Conditions—Commercial Items (Feb 2018)(DEVIATION FAR 52.212-4)

GSAR 552.232-39 Unenforceability of Unauthorized Obligations. (FAR Deviation Feb 2018)

GSAR 552.238-82, Special Ordering Procedures for the Acquisition of Order-Level Materials

GSAR 552.204-70 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) Definitions. As used in this clause "covered telecommunications equipment or services", "Critical technology", and "substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending

or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles
- (c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [] will or [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) Disclosures. If the Offerer or Contractor has responded affirmatively to the representation In paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--
 - (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision; 10
 - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
 - (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier

or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days before the contract expires.

(End of clause)

FAR 52.217-9 - Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

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Appendix 2 RFQ Response Template

RFQOHS

CONTRACTOR NAME:

The sections beginning with RED text must be updated by the Contractor.

Page limits are identified in each factor below

Factor 1- Technical Approach

This section should be no more than five pages. Written responses should be in 12-point font. Diagrams are welcomed, but must fall within the five-page limit.

The Technical Approach must explain the following:

- A proposed approach to providing the services required including the programming language(s) and frameworks and how those could integrate within the Operating Constraints (Section 5.0)?
- How the contractor will develop the software in an open and agile manner including plans for user research, human centered design, and open source code
- A clear demonstration that the contractor understands the details of the project requirements

- Identification of potential obstacles to efficient development and plans to overcome those potential obstacles
- A description of the contractor's plans, if any, to provide services through a joint venture, teaming partner, or subcontractor

Enter technical approach here

Factor 2 - Staffing Plan

This section should be no more than three pages plus one additional page for each resume and letter of intent. Written responses should be in 12-point font and diagrams are welcome.

The Staffing Plan must explain the following:

- Proposed approach to staffing the requirements of this project
- Titles of each of the labor categories proposed
- Proposed level of effort for each member of the contractor's team (use 1,920 hours to represent one year of full-time work, 960 hours for half time, etc.)
- Names of the individuals who will fill the roles of Facilitator, Technical Lead, and Design Lead
- Extent to which the proposed team for this project was involved in the development of the source code sample referred to in Factor 3

- Which individuals on the proposed team will provide cumulative experience in at least ten of the following areas:
 - Agile development practices
 - Automated testing (unit/integration/end-to-end)
 - Application Protocol Interface (API) development and documentation
 - Building and testing public-facing sites and tools
 - Cloud deployment
 - Content design and copywriting
 - Continuous Integration and Continuous Deployment
 - Database design and SQL queries
 - Inclusive design and development with accessibility conformance testing
 - Open-source software development
 - Open-source login/authentication services
 - Product management and strategy
 - Refactoring to minimize technical debt
 - Security and compliance
 - Usability research, such as (but not limited to) contextual inquiry, stakeholder interviews, and usability testing
 - User experience and product design
 - User outreach and user adoption strategy
 - Wireframing, prototyping, and user task-flow development

Include resumes for the Facilitator, Technical Lead, and Design Lead. The resumes must include a brief description of the experience and capability for each individual, **but cannot exceed two pages in length each**.

Contractors proposing Key Personnel who are not currently employed by the contractor or a teaming partner must include a signed letter of intent from the proposed individual who intends to participate in this project for at least one year. The letter of intent **cannot exceed one page in length each.**

Enter staffing plan here

Factor 3 - Similar Experience

The contractor must demonstrate similar experience by sharing one or more source code samples that provide the government evaluation team with the full revision history for all files. The contractor may submit links to Git repositories or equivalent version-controlled repositories.

The repositories may be public or private. If a contractor submits a link to a private source code repository, the government will provide the contractor with one or more user identities by email, and the contractor will be expected to provide the identified user(s) with access to the private source code repository within two business days.

Other artifacts that would be relevant to evaluating the code sample may be linked to from within the repository.

The source code samples should be for projects that are similar in size, scope, and complexity to the project described in this RFQ. The source code must have been developed by either the contractor, a teaming partner that is proposed in response to this RFQ, or an individual that is being proposed as Key Personnel for this project.

Source code samples from recent projects involving teams of approximately four to seven full-time equivalent (FTE) personnel are preferable.

If the code samples provided do not include user research plans demonstrating how ongoing user research was incorporated into the project, then the Contractor must submit a separate user research plan relating to at least one of the sample projects. This user research plan should include:

1. A research plan that covers the items in this template

The user research plan should be no longer than 10 pages with 12-point font.

- 2. An interview protocol that shows your introduction, a sample of questions asked, and closing. Do not include responses.
- 3. A short summary of the findings of this research, how those findings affected your work, and how your research continued after this iteration

•	•	 •

Provide links to Git repositories or equivalent version-controlled repositories here.

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Appendix 4 Performance Work Statement Template

1.0 Background and Purpose

1.1 Purpose

{{RFQ 1.1}}

1.2 Background

{{RFQ 1.2}}

2.0 Scope

{{RFQ 2.0}}

The work outlined below will satisfy each of the objectives listed in Section 2.1.1 of this PWS.

2.1 Performance objectives

2.1.1 PWS Objectives {{RFQ 3.0}}

2.1.2 Technical approach

At time of award, the awardee's technical approach will be added to this section.

2.2 Operating constraints

{{RFQ 5.0}}

3.0 Contractor roles and responsibilities

3.1 Roles and responsibilities

The contractor must designate a Facilitator, Technical Lead, and Design Lead as Key Personnel for this project.

The Facilitator will be a direct liaison to the Government product team, and will be responsible for the supervision and management of all of the Contractor's personnel.

The Technical Lead must have a full understanding of the technical approach to be used by the Contractor's team and will be responsible for ensuring that the Contractor's team follows that approach.

The Design Lead must have a full understanding of the research approach and design patterns to be used by the contractor's development team and will be responsible for ensuring that the contractor's development team follows that approach.

Key Personnel substitutions must be approved by the Government in writing, and will only be justified by the Government request, sudden illness, death, change of employment, or termination of employment for cause. Contractor requests for a substitution of Key Personnel must include a detailed explanation of the justifying circumstances, and a complete résumé for the proposed substitute or addition, including skills, experience, education, training, and security level. The Government's failure to approve a proposed substitution will not constitute grounds for non-performance by the Contractor, or form a valid basis for any claim for money or any equitable adjustment.

4.0 Government roles and responsibilities

4.1 Makeup of team

The Government team consists of the CO, the GSA Contracting Officer's Representative (COR), the OFA Contracting Officer's Representative (COR), and a Product Owner (PO).

4.2 Contracting personnel

4.2.1 Contracting Officer

The CO for this buy is identified on the cover page. Questions, comments, issues, or responses must be submitted through the methods outlined in the solicitation. Any other forms of communication will not be considered. After award, the CO will delegate most of the day-to-day tasks to the OFA COR and PO.

4.2.2 Other members

A delegation letter for both CORs will be provided to the awardee, outlining the contractual roles and responsibilities of the CORs. The roles and responsibilities of the PO will be provided no later than the kickoff meeting that will follow awarding the task order. The names and email addresses of the entire team will also be provided no later than the kickoff meeting as well.

5.0 Terms and conditions

5.1 Travel and other direct costs (ODC)

Occasional travel is anticipated. The OHS COR will notify the contractor via email when travel is anticipated. Actual travel costs to government facilities will be reimbursed in accordance with federal travel regulation (FTR). No travel will be reimbursed if travel to/from off-site meetings is less than 60 miles.

Other direct costs (other than travel) are permitted and can be added to this task order with written consent of the CO.

5.2 Period and place of performance

{{RFQ 4.0}}

5.3 Payment and invoicing procedures

{{RFQ 7.0}}

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Appendix 5 - Potential Organizational Conflict of Interest Statement

Solicitation Number - RFQOHS

- 1. The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.
- 2. Prospective Contractors should refer to FAR Subpart 9.5 and GSAM Part 509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.
- 3. If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

The offeror certifies to the following:

The offeror [] is [] is not aware of any information bearing on the existence of any actual or potential organizational conflict of interest. If the offeror is aware of information bearing

on whether an actual or potential conflict may exist, the offeror shall provide a disclosure statement describing this information. Such disclosure statement shall be attached to this document

NOTE: If specific Conflicts of Interests (COI's) have been identified in the above COI Declaration, offerors must include a OCI Mitigation Plan where specific measures will be proposed in order to avoid, mitigate, or neutralize COI's.

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Appendix 6 FAR Provision 52.204 -24

Solicitation Number: RFQOHS

INSTRUCTIONS: Please complete the highlighted areas below.

Representation Regarding Certain Telecommunications and Video Surveillance

Services or Equipment (Aug 2019)

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications eq uipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing —

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (c) Representation. The Offeror represents that—
- It ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this so licitation.
- (d) *Disclosures*. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer
- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

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Appendix 7 Contractor Team Arrangement Agreement Elements

RFQOHS

Schedule Contractor 1:
Schedule Contractor 2:
Schedule Contractor 3: (as applicable, remove if not):
Schedule contractors are proposing a Contractor Team Arrangement (CTA) as evidence by this CTA document.

Table of Contents

Elements	2
Signed:	6

Definitions 7

Elements

This CTA Agreement document is developed solely by the team partners and submitted to TTS as part of the response to the solicitation. GSA recommends, at a minimum (additional items may be added by the team to ensure a clear and concise document), the following items be addressed in the agreement:

Duration of the Agreement

Helpful Instructions: Define the duration of the partnering agreement, identify any options, and describe how each option will work.

Schedule Contractors Input : {{Fill-in}}

Team Leader

Helpful Instructions: Provide a detailed outline of Team Leader responsibilities and specify the contractor who will perform as the Team Leader. If the Team Leader will change throughout the order performance period, the document should describe the reasons for such changes and how the Team Leader will be designated during order performance.

Schedule Contractors Input : {{Fill-in}}

Team Members

Helpful Instructions: Specify the responsibilities of each Team Member and any limitations on those responsibilities.

Schedule Contractors Input : {{Fill-in}}

Communications

Helpful Instructions: CTAs should outline points of contact for each Team Member (contractor). Since the government has privity with all Team Members, the buyer may communicate directly with CTA Team Members.

Schedule Contractors Input : {{Fill-in}}

Invoicing and Payments

Helpful Instructions: Designate team responsibilities for invoicing and payment. The CTA document should clearly indicate that all Team Members agree to the method of payment. The CTA Agreement should acknowledge that the Team Members, without any involvement by the government, would resolve any dispute involving the distribution of payment between the Team Leader and the Team Members.

Schedule Contractors Input : {{Fill-in}}

Legal Relationship

Helpful Instructions: The CTA document must not create a joint venture or separate subsidiary. Each Team Member is operating as a "prime" for the portion of work they are performing.

Schedule Contractors Input : {{Fill-in}}

Delivery Responsibility

Helpful Instructions: State whether the Team Leader or each member is responsible for a particular part of the project, so that delivery responsibility is clearly established.

Schedule Contractors Input : {{Fill-in}}

Confidential Information

Helpful Instructions: Identify any proprietary information and specify how such proprietary information and related rights will be managed.

Schedule Contractors Input : {{Fill-in}}

Identification of Parties

Helpful Instructions: The CTA Agreement should:

- Be documented in writing and signed by each participating GSA
 Schedule contractor
- Identify each member of the CTA by name, address, GSA Schedule contract number, and Point of Contact (POC)
- State the name and address of the ordering activity
- State that the agreement is solely between the team members

Schedule Contractors Input : {{Fill-in}}

Conflicting Terms

Helpful Instructions: The CTA Agreement shall not conflict with the terms and conditions of each team member's FSS contract. In the event of a conflict, the FSS contract shall take precedence.

Schedule Contractors Input : {{Fill-in}}

Specific Team Activities

Helpful Instructions: State the various types of activities that will be incorporated into the team arrangement and identify who is primarily responsible for each identified activity.

Schedule Contractors Input : {{Fill-in}}

Independent Contractors

Helpful Instructions: The CTA Agreement should state that all Team Members remain independent contractors, responsible for their own employees.

Schedule Contractors Input : {{Fill-in}}

Replacement of Team Members

Helpful Instructions: Address the circumstances and procedures for replacement of Team Members, including the Team Leader, and should state that the team must obtain the approval of the ordering activity prior to replacing any team member after receipt of an order.

Schedule Contractors Input : {{Fill-in}}

Performance Evaluation

Helpful Instructions: Clarify under whose name the government should evaluate performance in CPARS. FAR 8.406-7 requires ordering activities to enter evaluations in CPARS for all orders exceeding the Simplified Acquisition Threshold (SAT).

Schedule Contractors Input : {{Fill-in}}

Reporting of Sales and Industrial Funding Fee (IFF) Payment Responsibility

Helpful Instructions: Specify that each team member is responsible for tracking and reporting its own sales IAW the terms and conditions of the FSS contract and for paying the related IFF.

Schedule Contractors Input : {{Fill-in}}

Pricing

Helpful Instructions: Specify unit prices or hourly rates and how pricing is calculated; list the supplies/services and pricing, including any team lead task management pricing, if applicable; note that all prices charged to TTS must be at or below the applicable contractor's FSS contract prices; and explain how any order incentives or fees will be divided within the team if applicable.

Schedule Contractors Input : {{Fill-in}}

Liabilities

Helpful Instructions: Document each Team Member's responsibilities and performance requirements, so that liability is clearly established.

Schedule Contractors Input : {{Fill-in}}

Ordering Procedures

Helpful Instructions: Document how the team will handle processing orders from

the government.

Schedule Contractors Input : {{Fill-in}}}

Signed:

Schedule Contractor 1: {{Fill-in}}

Name: {{Fill-in}}

Role: {{Fill-in}}

Date: {{Fill-in}}

Signature: {{Fill-in}}

Schedule Contractor 2: {{Fill-in}}

Name: {{Fill-in}}

Role: {{Fill-in}}

Date: {{Fill-in}}

Signature: {{Fill-in}}

Definitions

The following terms and definitions apply to GSA Schedules teaming:

"Contractor Team Arrangement" means a Federal Supply Schedule Contractor Team Arrangement (CTA) where an arrangement is established between two or more Schedule contractors who work together to meet agency requirements.

"Contractor Team Arrangement Agreement" means the written agreement between team members detailing the responsibilities of the team and each team member.

"Team Leader" means the contractor who has been designated as the leader and whose responsibilities have been outlined in the CTA Agreement.

"Team Member" means each contractor who is designated as a member of the Team and performs duties as outlined in the CTA Agreement. Each member must hold their own GSA Schedule contract and offer a portion of the solution via the contract.

Note: Please only fill in cells with this color! Please fill in all tabs.

TTS Assisted Acquisition **Pricing Sheet**

Agency: Health and Human Services (HHS)

Center: Office of Head Start (OHS)
Contractor: Your company's legal name

UEI/DUNS: Your company's UEI/DUNS number

Period	Cost
Base period	\$0.00
Option 1	\$0.00
Option 2	\$0.00
Total	<u>\$0.00</u>

	ote: Please only fill in ce Please fill in al se add and remove rows
	Base perio Labor Categories
Labor Category	Number of hours
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	0.00
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	0.00
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	0.00
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	0.00
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Total hours and cost, average cost per hour and discount	0.00

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od (LCATs)

cost/hour	Add'l discount	Final cost/hr	Total cost
\$0.00	0.00%	\$0.00	\$0.00
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Total hours and cost, average cost per hour and discount	0.00

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cost/hour	Add'l discount	Final cost/hr	Total cost
\$0.00	0.00%	\$0.00	\$0.00
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\$0.00	0.00%	\$0.00	\$0.00

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	Option 2 Labor Categories
	S
Labor Category	Number of hours
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	0.00
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Total hours and cost, average cost per hour and dis	0.00 ccount 0.00

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(LCATs)

cost/hour	Add'l discount	Final cost/hr	Total cost
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General Services Administration

Federal Acquisition Service
Technology Transformation Services
18F and Office of Acquisition
1800 F Street NW | Washington, DC | 20405

Office of Head Start Training and Technical Assistance Data Platform

Appendix 2 RFQ Response Template

CONTRACTOR NAME:

The sections beginning with RED text must be updated by the Contractor.

Page limits are identified in each factor below

Factor 1 - Technical Approach

This section should be no more than five pages. Written responses should be in 12 - point font. Diagrams are welcomed, but must fall within the five -page limit.

The Technical Approach must explain the following:

- A proposed approach to providing the services required including the programming language(s) and frameworks and how those could integrate within the Operating Constraints (Section 5.0)?
- How the contractor will develop the softwa re in an open and agile manner including plans for user research, human centered design, and open source code

- A clear demonstration that the contractor understands the details of the project requirements
- Identification of potential obstacles to efficient development and plans to overcome those potential obstacles
- A description of the contractor's plans, if any, to provide services through a joint venture, teaming partner, or subcontractor

Enter technical approach here

Factor 2 - Staffing Plan

This section should be no more than three pages plus one additional page for each resume and letter of intent. Written responses should be in 12-point font and diagrams are welcome.

The Staffing Plan must explain the following:

- Proposed approach to staffing the requirements of this project
- Titles of each of the labor categories proposed
- Proposed level of effort for each member of the contractor's team (use 1,920 hours to represent one year of full-time work, 960 hours for half time, etc.)

- Names of the individuals who will fill the roles of Facilitator, Technical Lead, and Design Lead
- Extent to which the proposed team for this project was involved in the development of the source code sample referred to in Factor 3
- Which individuals on the proposed team wil I provide cumulative experience in at least ten of the following areas:
 - Agile development practices
 - Automated testing (unit/integration/end -to-end)
 - Application Protocol Interface (API) development and documentation
 - Building and testing public -facing sites and tools
 - Cloud deployment
 - Content design and copywriting
 - Continuous Integration and Continuous Deployment
 - Database design and SQL queries
 - Inclusive design and development with accessibility conformance testing
 - Open-source software development
 - Open-source login/authentication services
 - Product management and strategy
 - Refactoring to minimize technical debt
 - Security and compliance
 - Usability research, such as (but not limited to) contextual inquiry, stakeholder interviews, and usability testing
 - User experience and product design
 - User outreach and user adoption strategy
 - Wireframing, prototyping, and user task-flow development

Include resumes for the Facilitator, Technical Lead, and Design Lead. The resumes must include a brief description of the experience and capability for each individual, but cannot exceed two pages in length each .

Contractors proposing Key Personnel who are not currently employed by the contractor or a teaming partner must include a signed letter of intent from the proposed individual who intends to participate in this project for at least one year. The letter of intent cannot exceed one page in length each.

Enter staffing plan here

Factor 3 - Similar Experience

The contractor must demonstrate similar experience by sharing one or more source code samples that provide the government evaluation team with the full revision history for all files. The contractor may submit links to Git repositories or equivalent version-controlled repositories.

The repositories may be public or private. If a contractor submits a link to a private source code repository, the government will provide the contractor with one or more user identities by email, and the contractor will be expected to provide the identified user(s) with access to the private source code repository within two business days.

Other artifacts that would be relevant to evaluating the code sample may be linked to from within the repository.

The source code samples should be for projects that are similar in size, scope, and complexity to the project described in this RFQ. The sour ce code must have been developed by either the contractor, a teaming partner that is proposed in response to this RFQ, or an individual that is being proposed as Key Personnel for this project.

Source code samples from recent projects involving teams of approximately four to seven full-time equivalent (FTE) personnel are preferable.

If the code samples provided do not include user research plans demonstrating how ongoing user research was incorporated into the project, then the Contractor must submit a separate user research plan relating to at least one of the sample projects. This user research plan should include:

- 1. A <u>research plan that covers the items in this template</u>
- 2. An interview protocol that shows your introduction, a sample of questions asked, and closing. Do not include responses.

3. A short summary of the finding s of this research, how those findings affected your work, and how your research continued after this iteration

The user research plan should be no longer than 10 pages with 12-point font.

Provide links to Git repositories or equivalent version -controlled repositories here.

General Services Administration

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Office of Head Start Training and Technical Assistance Data Platform

Appendix 4 Performance Work Statement Template

1.0 Background and Purpose

1.1 Purpose

{{RFQ 1.1}}

1.2 Background

{{RFQ 1.2}}

2.0 Scope

{{RFQ 2.0}}

The work outlined below will satisfy each of the objectives listed in Section 2.1.1 of this PWS.

2.1 Performance objectives

2.1.1 PWS Objectives {{RFQ 3.0}}

2.1.2 Technical approach

At time of award, the awardee's technical approach will be added to this section.

2.2 Operating constraints

{{RFQ 5.0}}

3.0 Contractor roles and responsibilities

3.1 Roles and responsibilities

The contractor must designate a Facilitator, Technical Lead, and Design Lead as Key Personnel for this project.

The Facilitator will be a direct liaison to the Government product team, and will be responsible for the supervision and management of all of the Contractor's personnel.

The Technical Lead must have a full understanding of the technical approach to be used by the Contractor's team and will be responsible for ensuring that the Contractor's team follows that approach.

The Design Lead must have a full understanding of the research approach and design patterns to be used by the contractor's development team and will be responsible for ensuring that the contractor's development team follows that approach.

Key Personnel substitutions must be approved by the Government in writing, and will only be justified by the Government request, sudden illness, death, change of

employment, or termination of employment for cause. Contractor requests for a substitution of Key Personnel must include a detailed explanation of the justifying circumstances, and a complete résumé for the proposed substitute or addition, including skills, experience, education, training, and security level. The Government's failure to approve a proposed substitution will not constitute grounds for non-performance by the Contractor, or form a valid basis for any claim for money or any equitable adjustment.

4.0 Government roles and responsibilities

4.1 Makeup of team

The Government team consists of the CO, the GSA Contracting Officer's Representative (COR), the OHS Contracting Officer's Representative (COR), and a Product Owner (PO).

4.2 Contracting personnel

4.2.1 Contracting Officer

The CO for this buy is identified on the cover page. Questions, comments, issues, or responses must be submitted through the methods outlined in the solicitation. Any other forms of communication will not be considered. After award, the CO will delegate most of the day-to-day tasks to the OHS COR and PO.

4.2.2 Other members

A delegation letter for both CORs will be provided to the awardee, outlining the contractual roles and responsibilities of the CORs. The roles and responsibilities of the PO will be provided no later than the kickoff meeting that will follow awarding the task order. The names and email addresses of the entire team will also be provided no later than the kickoff meeting as well.

5.0 Terms and conditions

5.1 Travel and other direct costs (ODC)

Occasional travel is anticipated. The OHS COR will notify the contractor via email when travel is anticipated. Actual travel costs to government facilities will be reimbursed in accordance with federal travel regulation (FTR). No travel will be reimbursed if travel to/from off-site meetings is less than 60 miles.

Other direct costs (other than travel) are permitted and can be added to this task order with written consent of the CO.

5.2 Period and place of performance

{{RFQ 4.0}}

5.3 Payment and invoicing procedures

{{RFQ 7.0}}